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U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT  
OF GEORGIA

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

2020 MAR 16 PM 12:03

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*Richard Smith*  
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IN RE:

MARK A. RICHARDS,

Debtor.

MARK A. RICHARDS,

Debtor / Movant,

vs.

BANK OF AMERICA, N.A.,  
CARRINGTON MORTGAGE  
SERVICES, LLC., and  
BANKUNITED, N.A.,

Respondents.

DOCKET NO: 11-51844-WLH

Hon. Wendy L. Hagenau, Judge

MEMORANDUM OF LAW AND  
AFFIDAVITS FILED IN SUPPORT

**MOTION FOR CONTEMPT, RETURN OF DEBTOR'S FUNDS AND  
TO SET ASIDE CERTAIN REAL ESTATE TRANSACTIONS**

COMES NOW, MARK A. RICHARDS, the Debtor and Movant and hereby files his motion for contempt under 11 U.S.C. § 105(a); the return of debtor's funds paid and an Order setting aside certain real estate transactions, due to Respondents' violations of the discharge injunction under 11 U.S.C. § 524(a) by showing:

**I. GROUNDS FOR GRANTING MOTION FOR CONTEMPT**

1. The Respondents has violated and or, is still violating this Court's discharge permanent injunction pursuant to 11 U.S.C. § 524(b), by enforcing the terms of a debt that has been properly discharged by this Court on July 19<sup>th</sup>, 2011. See, **Appx. 1, Exh. "A"**. Therefore, the Respondents are in contempt of this Court.

2. Secondly, the Respondents has violated the discharge permanent injunction under 11 U.S.C. § 524(b), by coercing and forcing the Debtor and Movant, to enter into loans modification agreements and forcing the Debtor to convey a Security Deed over to HUD through the threats of foreclosure, fraud, willful misconduct and or misrepresentations to the Debtor and Movant. This was done by the Respondents in order to reaffirm the discharged debt and by not complying with mandatory conditions set forth under 11 U.S.C. § 524(b). See, Appx. 2, 3, Exh. "B" & "C".

3. That because the Security Deed and the loan modification agreement did not comply with reaffirmation's statute under Federal law, the security deed and loan agreements are void, which are made in clear violation of the discharged injunction. See, 11 U.S.C. § 524(b). See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

4. Finally, the Movant show, that the loan modification agreements and the Security Deed are also void, as they were prepared by non-attorneys, not authorized to practice law in the State of Georgia in violation of O.C.G.A. § 15-19-51(a).

5. Therefore, modification agreements and the Security Deed are void as a matter of Georgia law. The Debtor and Movant hereby move this Court to set aside the modification agreements and the Security Deed as void contracts pursuant to O.C.G.A. § 13-8-1 and O.C.G.A. § 13-8-1(1). See, Appx. 2, 3, Exh. "B" & "C".

6. The Debtor and Movant further show the Court that the Respondents, BOA and Carrington lead Movant to believe, that the only way he could keep his home, was to pay and reaffirm the debt through a loan modification agreement and to convey a Security Deed over to HUD. See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

7. Finally, BOA could have entered into a new mortgage loan based upon the current market value or it could have allowed Debtor time to take out a second mortgage in order to pay off any lien upon property, after the deduction of the Debtor's prior payments to BOA and Carrington after Debtor's bankruptcy's discharged.

8. Moreover, BOA and Carrington knew or should have known that they could not enter into the loan modification agreements with the Debtor and or to require Movant to convey a Security Deed over to HUD, when in fact, no consideration was paid to HUD in violation of the bankruptcy's injunction. See, 11 U.S.C. § 524(c)(d).

9. The Respondents, BOA and Carrington both committed fraud and made false representations to Debtor, stating that Debtor had to reaffirm the discharged debt by entering into: (1) loan modification agreements; (2) Debtor had to convey a Security Deed over to HUD without consideration, based upon the prior discharged debt; and (3) Respondent, BOA required Debtor to make such agreements in order to pay off the discharged debt in spite of the bankruptcy's discharge injunction.

## **II. RESPONDENTS' ACTS VIOLATES THE DISCHARGE INJUNCTION**

1. First, the Respondents' acts clearly violate the discharge injunction pursuant to 11 U.S.C. § 524(a)(2), because Respondents' actions are a continuation for the collection of Debtor's discharged debts, though the employment of a process known as loan modification. The Respondents, BOA and Carrington violated the discharged injunction, by collecting and modifying the prior discharged debt, by coercing and pressuring the Debtor to sign the loan modification agreements and the Security Deed over to HUD through acts of threats of foreclosure and eviction.

2. Secondly, the Respondent, BOA did offset the debt by requiring the Debtor to sign a Security Deed over to HUD as personal liability to the Debtor. The Security Deed is therefore void, because no actual consideration was made to HUD. Moreover, the Security Deed is void because, cannot be legally used to offset Debtor's discharged debt as a matter of Federal law. See, 11 U.S.C. § 524(a)(2). See, Appx. 2, Exh. "B".

3. Third, the Respondents are in clear violation of the discharge injunction under 11 U.S.C. § 524(a), because the loan modification agreements and the Security Deed as given to HUD, did not comply with the requirements of 11 U.S.C. § 524(c).

4. Finally, the loan modification agreements and the Security Deed given to HUD was: (1) not made before the granting of the discharge under section 727, 1141, 1192, 1228, or 1328 of the Bankruptcy's Code; (2) the debtor never received any disclosures as described in subsection (k) of the Bankruptcy's code, before the time at which the Debtor signed the loan modification agreements and the Security Deed over to Hud; and (3) such loan modifications agreements and Security Deed given to HUD was never been filed with the Court accompanied by the appropriate declaration or an affidavit of Debtor's attorney who represented the Debtor and Movant during the course of any negotiating of agreement. See, 11 U.S.C. § 524(c).

### **III. DEBTOR AND MOVANT'S REQUEST FOR RELIEF**

1. First, the Debtor as the Movant, hereby request that this Court enter an order, declaring and holding the Respondents in contempt of Court pursuant to its' contempt powers under 11 U.S.C. § 105(a), for their violations of the discharge injunction under 11 U.S.C. § 524(a). See, *In re Hardy*, 97 F.3d 1384 (11th Cir. 1996).



2. Secondly, the Debtor as the Movant, hereby request that this Court enter an order, declaring that the loan modification agreements signed by the Debtor, as the Movant, filed with the Superior Court of Rockdale County, Georgia recorded in Deed Book, 5729, page 188; Deed Book 6210, page 244 and the Security Deed given to HUD recorded in Deed Book, 5358, page 86 are null and void, because they violate Federal law under 11 U.S.C. § 524(c)(1)(2)(3). See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

3. Third, the Debtor and Movant, hereby request that this Court enter an order requiring the Respondents to refund and return all void mortgage payments that was made by the Debtor and Movant, from the time the automatic stay was in place when the Debtor filed this bankruptcy's case according to 11 U.S.C. § 362(a)(6) and while the discharged injunction is still in effect under 11 U.S.C. § 524(a).

4. Forth, the Debtor and Movant, hereby request that this Court enter an order, declaring that the loan modification agreements signed by the Debtor filed with the Superior Court of Rockdale County, recorded in Deed Book, 5729, page 188; Deed Book 6210, page 244 and Security Deed given to HUD recorded in Deed Book, 5358, page 86 are all void, because the deeds was prepared by non-attorneys, not license to practice law in Georgia, in clear violation of O.C.G.A. § 15-19-51(a).

5. The Debtor and Movant, hereby request that the Debtor be awarded punitive damages three times the amount of all payments sent to the Respondents for violation of the bankruptcy's discharge injunction under 11 U.S.C. § 524(a) and or for Respondents' frauds, misrepresentations, willful misconduct and bad faith in accordance with Georgia law pursuant to O.C.G.A. § 51-12-5.1(b)(c).

#### IV. COURT'S INHERENT POWER TO SANCTION

1. Each Respondent named in this motion is subject to sanction by the Court due to their violation of the discharged injunction by collecting and attempting to collect on a discharged debt in clear violation of 11 U.S.C. § 524(a).

2. Finally, notwithstanding this Bankruptcy's Court statutory power to hold Respondents in contempt, this Court also have the inherent power to police those appearing before them. See, Chambers v. NASCO, Inc., 501 U.S. 32, 46, 111 S.Ct. 2123, 2133, 115 L.Ed.2d 27 (1991). A court's inherent power is: "*governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.*" Id. at 43, 111 S.Ct. at 2132 (citing Link v. Wabash R.R., 370 U.S. 626, 630-31, 82 S.Ct. 1386, 1389, 8 L.Ed.2d 734 (1962)). This power "*must be exercised with restraint and discretion*" and used "*to fashion an appropriate sanction for conduct which abuses the judicial process.*" Id. at 44-45. See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

3. A court may exercise this power "*to sanction the willful disobedience of a court order, and to sanction a party who has acted in bad faith, vexatiously, wantonly, or for oppressive reasons.*" See, Marx v. Gen. Revenue Corp., 568 U.S. 371, \_\_\_, 133 S.Ct. 1166, 1175, 185 L.Ed.2d 242 (2013). See, Appx. 2, 3, Exh. "B" & "C".

4. The dual purpose of this power is to vindicate judicial authority of this Court, without limiting this Court's contempt power to sanction and to make the prevailing party whole. See Chambers, 501 U.S. at 46, 111 S.Ct. at 2133. The key to unlocking a Court's inherent power is a finding of bad faith. See Sciarretta, 778 F.3d at 1212.

## V. JURISDICTION OVER MOTION

1. This Court has subject-matter jurisdiction to hear Debtor and Movant's motion for contempt pursuant to 11 U.S.C. § 105(a) and based upon this Court's inherent powers. See, *Chambers v. NASCO, Inc.*, 501 U.S. 32, 46, 111 S.Ct. 2123, 2133, 115 L.Ed.2d 27 (1991). A court's inherent power is: "*governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.*" *Id.* at 43, 111 S.Ct. at 2132 (citing *Link v. Wabash R.R.*, 370 U.S. 626, 630-31, 82 S.Ct. 1386, 1389, 8 L.Ed.2d 734 (1962)). The Movant avers that this Court also have personal jurisdiction over the Respondents in this case with respect to Movant's motion as each Respondent having been personally served with a copy of this motion by U.S. Certified Mail pursuant to the law of the State of Georgia under O.C.G.A. § 14-2-1510(b) as incorporated to the **Federal Rules of Civil Procedure, Rule 4.**

2. Section 524(a)(2) of the bankruptcy code provides that a discharge of debt in a bankruptcy proceeding "*operates as an injunction against the commencement or continuation of ... an act ... to collect ... any such [discharged] debt.*" See, 11 U.S.C. § 524(a)(2). This injunction is enforced through section 105, whereby this bankruptcy Court has jurisdiction and "*may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.*" See, 11 U.S.C. § 105(a).

3. Finally, Section 105 "*grants statutory contempt powers in the bankruptcy context.*" See, *In re Hardy*, 97 F.3d 1384, 1389-90 (11th Cir. 1996). Therefore, the Movant conclude that this Court has jurisdiction over the subject-matter of this case.


## VI. CONCLUSION

1. Based upon the foregoing reasons stated in this motion, the evidence and Movant's affidavits filed in support hereof, the Debtor is entitled to his motion.

2. Movant also concludes that this Court must set aside the real estate transactions, as they violate the discharge injunction under 11 U.S.C. § 524(a)(b)(c) and Georgia law pursuant to O.C.G.A. § 15-19-51(a) due to the unauthorized practice of law. Moreover, because the automatic stay was in place at the time Debtor filed this bankruptcy's case according to 11 U.S.C. § 362(a)(6) and due to the discharged injunction in effect under 11 U.S.C. § 524(a), all funds paid by Debtor to the Respondents must be returned. The Respondent's actions are in clear violation of the discharge injunction pursuant to 11 U.S.C. § 524(a)(b)(c). Therefore, the Movant is entitled to such relief based upon the evidence attached to this motion and affidavits.

**WHEREFORE**, the Debtor and Movant move this Court to GRANT his Motion for Contempt for: (1) setting aside the loan modification agreements; (2) the Security Deed given to HUD; (3) ordering the return of mortgage payments; and (4) award any damages sustained by the Debtor as a result of Respondents' violation of the automatic stay and discharge injunction pursuant to 11 U.S.C. § 524(a)(b)(c).

Respectfully submitted this 16<sup>th</sup>, day of March 2020.

  
Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

**CERTIFICATE OF SERVICE**


COMES NOW, MARK A. RICHARDS, the Debtor and Movant in the above-styled action and certify that I have served the following creditors and its' counsels of record in this action with his MOTION FOR CONTEMPT, RETURN OF DEBTOR'S FUNDS AND TO SET ASIDE REAL ESTATE TRANSACTIONS by U.S. Certified Mail pursuant to O.C.G.A. § 14-2-1510(b) upon the following to wit:

Bank of America, N.A.  
P.O. Box 31785  
Tampa, Florida 33631-3785

Carrington Mortgage Services, LLC.  
P.O. Box 5001  
Westfield, Indiana 46074

Mr. S. Lindsay Carrington, Esq.  
c/o BankUnited, N.A., Creditor  
Bell Carrington Price & Gregg, LLC.  
339 Heyward Street, 2nd Floor  
Columbia, South Carolina 29201

Respectfully submitted this 16<sup>th</sup>, day of March 2020.



Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE:

MARK A. RICHARDS,

Debtor.

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MARK A. RICHARDS,

Debtor / Movant,

vs.

BANK OF AMERICA, N.A.,  
CARRINGTON MORTGAGE  
SERVICES, LLC., and  
BANKUNITED, N.A.,

Respondents.

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DOCKET NO: 11-51844-WLH

Hon. Wendy L. Hagenau, Judge

MEMORANDUM OF LAW AND  
AFFIDAVITS FILED IN SUPPORT

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**MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR CONTEMPT**

COMES NOW, MARK A. RICHARDS, the Debtor and Movant and hereby files his motion for contempt under 11 U.S.C. § 105(a); the return of debtor's funds paid and an Order setting aside certain real estate transactions, due to Respondents' violations of the discharge injunction under 11 U.S.C. § 524(a) by showing:

**I. FACTUAL BACKGROUND**

1. On January 24th, 2011, Mr. Mark A. Richards, as the debtor, voluntary filed a petition (Chapter 7). Mr. Richards was represented by Ronica R. Scales of Robert J. Semrad & Associates on behalf of Mark A. Richards, Debtor. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011).

2. On March 1st, 2011, the Chapter 7 Trustee in the above-styled case and reported that the Trustee was investigating the possibility of the recovery of assets in this case for the benefit of the creditors. No party in interest, in Mr. Richards' case filed a request for an order of dismissal pursuant to 11 U.S.C. § 521(i)(2).

3. During the automatic stay, the Respondent, Bank of America, hereinafter referred to in this proceeding as "BOA" continued to collect payments from the Debtor and Movant in clear violation of the automatic stay. See, 11 U.S.C. § 362(a).

4. Respondent, BOA was given an opportunity to allow the Debtor to reaffirm the debt during Debtor's bankruptcy's proceedings and prior to any discharged, but BOA failed to pursuit an agreement with the Debtor. See, **ECF Docket # 10**.

5. On July 19th, 2011, the Honorable Wendy L. Hagenau, Bankruptcy's Judge for the United States Bankruptcy's Court for the Northern District of Georgia entered a final order, discharge injunction pursuant to 11 U.S.C. § 524. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011). See, **ECF Docket # 17**.

6. Respondent, BOA was given notice and a copy of the discharged order as with all parties who appeared in this case. See, **ECF Docket # 18**.

6. From On January 24th, 2011 until June 22<sup>nd</sup>, 2011, BOA continued to pursue, harass, intimidate and threaten the Debtor with foreclosure by collect illegal mortgage payments from the Debtor in clear violation of the automatic stay pursuant to 11 U.S.C. § 362(a) and violation of the discharge injunction according to 11 U.S.C. § 524(b). See, Debtor's Appx. 3-2, Exh. "B" & "C". Also see Appx. 7, Exh. "G".

7. After Debtor's bankruptcy's discharge, Bank of America, through its' officers, agents, servants, employees and attorneys, began harassing and coercing me to repay the discharged debt. BOA made threats of foreclosure and eviction to evict me and my family from our home. As a result of these threats, Debtor was under extreme stress and duress when Bank of America, herein after referred to as "BOA", began demanding repayments concerning my discharged debt in bankruptcy.

8. Moreover, BOA kept increasing the debt and the mortgage payments, even though the debt was discharged. Debtor repeatedly told BOA's officers, agents and employees over the phone, that my debt had been discharged in bankruptcy.

9. BOA told Debtor, despite my discharge, I still had to repay the discharged debt, or they would foreclose on Debtor and his family would be immediately evicted.

10. BOA's officers, agents and employees, informed Debtor, that the only way he could stay in his home, was for him to sign a loan modification agreement and convey a Security Deed over to HUD, without any actual consideration given by HUD.

11. Debtor did not understand why he had to sign loan modification agreement to modify a debt that has been discharged in bankruptcy. Debtor believes this was fraud. This fraud is shown by the Security Deed given to HUD. Debtor received no actual consideration from HUD in exchanged for the Security Deed and BOA appears to have assigned a portion of my debt over to HUD without my knowledge.

12. Debtor communicated this fact with BOA and Carrington Mortgage. Neither of their representatives was able to explain to Debtor, why Debtor had to reaffirm a debt that has been discharged in bankruptcy. See, **Appx. 1, Exh. "A"**.



13. The Debtor also explain to BOA, that under Federal law, his debt cannot be reaffirmed. BOA's employees had no idea what Debtor was talking about.

14. BOA made it clear, that if Debtor did not sign the loan modification agreements, the Security Deed for HUD and agree to make the monthly payments every month, Debtor and his family would be immediately foreclosed and evicted.

15. BOA prepared all documents pertaining to the loan modification and the Security Deed. That process became overwhelming, as Debtor was not clear as to what was really occurring. BOA kept changing representatives, who appeared to not know what the prior representative claim to have done. To no avail, Debtor was coerced and forced into signing the loan modification agreement, the Security Deed to HUD and to make monthly mortgage payments concerning the discharged debt under duress and the fear of me being foreclosed upon and evicted from my home.

16. As stated above, on June 22<sup>nd</sup>, 2017, Respondent, BOA transferred its' servicing rights concerning Debtor's prior mortgage loan over to over to Carrington Mortgage Services, LLC. on June 11th, 2017. See, **Appx. 5, Exh. "E"**.

17. Upon Carrington receiving such rights, Carrington took the same position as BOA did and began harassing and coercing Debtor to repay the discharged debt.

18. Carrington's officers, agents, employees, harassed me through the telephones calls as collections practices and by using the United States Mails with collection letters. Again, Debtor told Carrington that his debts were discharged in bankruptcy. Carrington informed Debtor he still had to repay the debt, or they would foreclose on him and have the Sheriff Department to evict him from his home.

19. Debtor had no choice at this point, but to comply with Carrington's request and keep paying on a discharged debt. See, **Appx. 8, 9, Exh. "H" & "I"**.

20. Carrington coerced, forced and pressured the Debtor to sign a new loan modification agreement prepared by non-attorneys against his will and under duress.

21. On January 12<sup>th</sup>, 2018, Ms. Monica Vela, a non-attorney who was acting on behalf of Carrington Mortgage Services, prepared a Loan Modification Agreement for me to sign. At the time Debtor signed the agreement, Debtor was pressured by Carrington's other officers, agents, employees and attorneys.

22. The Debtor did not know at the time that Ms. Vela was not a licensed attorney authorized to prepare deed, nor authorized to practice law in this State.

23. Had Debtor known that Ms. Vela was not an attorney, who prepared the Loan Modification Agreement and Security Deed, he would have never signed them.

24. Debtor had no prior notice, that the loan documents and security deed was prepared by a non-lawyer, not unauthorized practice of law in Georgia.

25. The original Security Deed was recorded on July 8<sup>th</sup>, 2007 with the Clerk of Superior Court of Rockdale County in Deed Book 4569, page 321 for the total of \$289,164.00. The Court discharged this debt on July 19<sup>th</sup>, 2011. The loan modification agreement attempts to reaffirm this debt in the amount of \$176,410.11.

26. The loan modification agreement added to the discharged debt, an additional \$16,289.18 in new money, which brought the total discharged debt to \$197,699.29. This new money is based upon my pass mortgage payments, interest and late fees on my account. The new money is also the same discharged debt.

27. BOA and Carrington Mortgage Services, both showed a clear intent to get me to repay my prior mortgage loan, which has been discharged. They violated 11 U.S.C. § 524 of the bankruptcy's injunction. See, **Appx. 1, 2, Exh. "B" & "C"**.

28. Debtor never voluntarily agreed to repay the discharged debt with BOA and or Carrington Mortgage Services LLC. Debtor repeatedly told BOA and Carrington's officers, agents, servants, employees and attorneys, that my debt was discharged.

29. Moreover, Debtor told Respondents, that he paid mortgage insurance and or the FHA insurance premiums. The Debtor's mortgage insurance could have paid for any pass due mortgage payments to the lender upon his insolvency and bankruptcy's discharge to cover any liens and the Security Deed against the property.

30. Respondents, BOA and Carrington Mortgage, failed to disclose, any mortgage insurance payments actually paid by either, FHA's insurance or by any insurance carrier, as a result of Debtor's insolvency and bankruptcy. Such mortgage insurance would have been paid due to my default in order to protect the lender and payoff and satisfy any lien upon Debtor's property. See, **Appx. 10, Exh. "J"**.

31. On December 2<sup>nd</sup>, 2019, Debtor sent, BOA and Carrington Mortgage Services a Notice of Cease and Desist Letters. Debtor demanded that Respondents stop sending me collection letters. BOA and Carrington both committed fraud, willful misconduct, bad faith and gross negligence. See, **Appx. 12, 13, Exh. "L" & "M"**.

32. Debtor demanded the return of all unlawful mortgage payments received concerning the discharged debt, because those collections violates the discharge injunction as a matter of Federal law. See, **Appx. 12, 13, Exh. "L" & "M"**.

33. Based upon a payment history sent by BOA on August 21<sup>st</sup>, 2019, BOA illegally collected and received a total of **\$100,569.83** in improper and illegal mortgage payments for me in clear violation of the Bankruptcy's discharge injunction according to 11 U.S.C. § 524. See, **Appx. 12, 13, Exh. "L" & "M"**.

34. Based upon a payment history sent by Carrington Mortgage on September 27<sup>th</sup>, 2019, Carrington illegally collected and received a total of **\$21,345.00** in improper and illegal mortgage payments for me in clear violation of the Bankruptcy's discharge injunction according to 11 U.S.C. § 524. See, **Appx. 6, Exh. "F"**.

35. Each payment made by Debtor, was made under duress and under the threats of foreclosure and eviction from Debtor's home. BOA and Carrington both coerced and forced Debtor to repay the discharged debt against his will. Debtor believes that Respondents received mortgage insurance payments. The threats of foreclosure and eviction from Debtor home, terrified him and his family.

36. Debtor never voluntarily agreed to repay and or reaffirm a debt that has been properly discharged by this Court, that would violate the discharge injunction.

37. Debtor believe that the Respondents has willfully and intentionally violated the discharged injunction and is in contempt of this Court. Debtor asks that the loan modification agreements and the Security Deed given to HUD be set aside.

38. Debtor is entitled to damages as a direct loss of my personal property and loss of equity in my home. See, **Appx. 12, 13, Exh. "L" & "M"**.

39. The Respondents' actions in collecting a discharged debt in bankruptcy, has personally caused Debtor and his family harm, such as embarrassment;

humiliation and mental anguish. Moreover, Debtor have paid out a total of **\$121,914.83** in illegal mortgage payments in violation of the discharge injunction.

40. Such payments should have been cover by my mortgage insurance or paid in full by investor's insurance as a Mortgage Backed Security or "MBS" insurance.

## **II. GROUNDS FOR GRANTING MOTION FOR CONTEMPT**

1. The Respondents has violated and or, is still violating this Court's discharge permanent injunction pursuant to 11 U.S.C. § 524(b), by enforcing the terms of a debt that has been properly discharged by this Court on July 19<sup>th</sup>, 2011. See, **Appx. 1, Exh. "A"**. Therefore, the Respondents are in contempt of this Court.

2. Secondly, the Respondents has violated the discharge permanent injunction under 11 U.S.C. § 524(b), by coercing and forcing the Debtor and Movant, to enter into loans modification agreements and forcing the Debtor to convey a Security Deed over to HUD through the threats of foreclosure, fraud, willful misconduct and or misrepresentations to the Debtor and Movant. This was done by the Respondents in order to reaffirm the discharged debt and by not complying with mandatory conditions set forth under 11 U.S.C. § 524(b). See, **Appx. 2, 3, Exh. "B" & "C"**.

3. That because the Security Deed and the loan modification agreement did not comply with reaffirmation's statute under Federal law, the security deed and loan agreements are void, which are made in clear violation of the discharged injunction. See, 11 U.S.C. § 524(b). See, **Appx. 2, 3 & 4, Exh. "B" "C" & "D"**.

4. Finally, the Movant show, that the loan modification agreements and the Security Deed are also void, as they were prepared by non-attorneys, not authorized to practice law in the State of Georgia in violation of O.C.G.A. § 15-19-51(a).

5. Therefore, modification agreements and the Security Deed are void as a matter of Georgia law. The Debtor and Movant hereby move this Court to set aside the modification agreements and the Security Deed as void contracts pursuant to O.C.G.A. § 13-8-1 and O.C.G.A. § 13-8-1(1). See, Appx. 2, 3, Exh. "B" & "C".

6. The Debtor and Movant further show the Court that the Respondents, BOA and Carrington lead Movant to believe, that the only way he could keep his home, was to pay and reaffirm the debt through a loan modification agreement and to convey a Security Deed over to HUD. See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

7. Finally, BOA could have entered into a new mortgage loan based upon the current market value or it could have allowed Debtor time to take out a second mortgage in order to pay off any lien upon property, after the deduction of the Debtor's prior payments to BOA and Carrington after Debtor's bankruptcy's discharged.

8. Moreover, BOA and Carrington knew or should have known that they could not enter into the loan modification agreements with the Debtor and or to require Movant to convey a Security Deed over to HUD, when in fact, no consideration was paid to HUD in violation of the bankruptcy's injunction. See, 11 U.S.C. § 524(c)(d).

9. The Respondents, BOA and Carrington both committed fraud and made false representations to Debtor, stating that Debtor had to reaffirm the discharged debt by entering into: (1) loan modification agreements; (2) Debtor had to convey a

Security Deed over to HUD without consideration, based upon the prior discharged debt; and (3) Respondent, BOA required Debtor to make such agreements in order to pay off the discharged debt in spite of the bankruptcy's discharge injunction.

### **III. RESPONDENTS' ACTS VIOLATES THE DISCHARGE INJUNCTION**

1. First, the Respondents' acts clearly violate the discharge injunction pursuant to **11 U.S.C. § 524(a)(2)**, because Respondents' actions are a continuation for the collection of Debtor's discharged debts, though the employment of a process known as loan modification. The Respondents, BOA and Carrington violated the discharged injunction, by collecting and modifying the prior discharged debt, by coercing and pressuring the Debtor to sign the loan modification agreements and the Security Deed over to HUD through acts of threats of foreclosure and eviction.

2. Secondly, the Respondent, BOA did offset the debt by requiring the Debtor to sign a Security Deed over to HUD as personal liability to the Debtor. The Security Deed is therefore void, because no actual consideration was made to HUD. Moreover, the Security Deed is void because, cannot be legally used to offset Debtor's discharged debt as a matter of Federal law. See, **11 U.S.C. § 524(a)(2)**. See, **Appx. 2, Exh. "B"**.

3. Third, the Respondents are in clear violation of the discharge injunction under **11 U.S.C. § 524(a)**, because the loan modification agreements and the Security Deed as given to HUD, did not comply with the requirements of **11 U.S.C. § 524(c)**.

4. Finally, the loan modification agreements and the Security Deed given to HUD was: (1) not made before the granting of the discharge under section **727, 1141, 1192, 1228, or 1328** of the Bankruptcy's Code; (2) the debtor never received any

disclosures as described in subsection **(k)** of the Bankruptcy's code, before the time at which the Debtor signed the loan modification agreements and the Security Deed over to Hud; and (3) such loan modifications agreements and Security Deed given to HUD was never been filed with the Court accompanied by the appropriate declaration or an affidavit of Debtor's attorney who represented the Debtor and Movant during the course of any negotiating of agreement. See, 11 U.S.C. § 524(c).

#### IV. ARGUMENT AND CITATION OF AUTHORITY

1. First, the Debtor as the Movant, hereby request that this Court enter an order, declaring and holding the Respondents in contempt of Court pursuant to its' contempt powers under 11 U.S.C. § 105(a), for their violations of the discharge injunction under 11 U.S.C. § 524(a). See, *In re Hardy*, 97 F.3d 1384 (11th Cir. 1996).

2. Secondly, the Debtor as the Movant, hereby request that this Court enter an order, declaring that the loan modification agreements signed by the Debtor, as the Movant, filed with the Superior Court of Rockdale County, Georgia recorded in Deed Book, 5729, page 188; Deed Book 6210, page 244 and the Security Deed given to HUD recorded in Deed Book, 5358, page 86 are null and void, because they violate Federal law under 11 U.S.C. § 524(c)(1)(2)(3). See, Appx. 2, 3 & 4, Exh. "B" "C" & "D".

3. Third, the Debtor and Movant, hereby request that this Court enter an order requiring the Respondents to refund and return all void mortgage payments that was made by the Debtor and Movant, from the time the automatic stay was in place when the Debtor filed this bankruptcy's case according to 11 U.S.C. § 362(a)(6) and while the discharged injunction is still in effect under 11 U.S.C. § 524(a).



4. Forth, the Debtor and Movant, hereby request that this Court enter an order, declaring that the loan modification agreements signed by the Debtor filed with the Superior Court of Rockdale County, recorded in Deed Book, 5729, page 188; Deed Book 6210, page 244 and Security Deed given to HUD recorded in Deed Book, 5358, page 86 are all void, because the deeds was prepared by non-attorneys, not license to practice law in Georgia, in clear violation of O.C.G.A. § 15-19-51(a).

5. The Debtor and Movant, hereby request that the Debtor be awarded punitive damages three times the amount of all payments sent to the Respondents for violation of the bankruptcy's discharge injunction under 11 U.S.C. § 524(a) and or for Respondents' frauds, misrepresentations, willful misconduct and bad faith in accordance with Georgia law pursuant to O.C.G.A. § 51-12-5.1(b)(c).

6. Each Respondent named in this motion is subject to sanction by the Court due to their violation of the discharged injunction by collecting and attempting to collect on a discharged debt in clear violation of 11 U.S.C. § 524(a).

7. Finally, notwithstanding this Bankruptcy's Court statutory power to hold Respondents in contempt, this Court also have the inherent power to police those appearing before them. See, Chambers v. NASCO, Inc., 501 U.S. 32, 46, 111 S.Ct. 2123, 2133, 115 L.Ed.2d 27 (1991). A court's inherent power is: "*governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.*" Id. at 43, 111 S.Ct. at 2132 (citing Link v. Wabash R.R., 370 U.S. 626, 630-31, 82 S.Ct. 1386, 1389, 8 L.Ed.2d 734 (1962)). This power "*must be exercised with restraint and discretion*" and

used “to fashion an appropriate sanction for conduct which abuses the judicial process.” Id. at 44-45. See, **Appx. 2, 3 & 4, Exh. “B” “C” & “D”**.

8. A court may exercise this power “to sanction the willful disobedience of a court order, and to sanction a party who has acted in bad faith, vexatiously, wantonly, or for oppressive reasons.” See, Marx v. Gen. Revenue Corp., 568 U.S. 371, \_\_\_, 133 S.Ct. 1166, 1175, 185 L.Ed.2d 242 (2013). See, **Appx. 2, 3, Exh. “B” & “C”**.

9. The dual purpose of this power is to vindicate judicial authority of this Court, without limiting this Court’s contempt power to sanction and to make the prevailing party whole. See Chambers, 501 U.S. at 46, 111 S.Ct. at 2133. The key to unlocking a Court’s inherent power is a finding of bad faith. See Sciarretta, 778 F.3d at 1212.

10. This Court has subject-matter jurisdiction to hear Debtor and Movant’s motion for contempt pursuant to 11 U.S.C. § 105(a) and based upon this Court’s inherent powers. See, Chambers v. NASCO, Inc., 501 U.S. 32, 46, 111 S.Ct. 2123, 2133, 115 L.Ed.2d 27 (1991). A court’s inherent power is: “governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.” Id. at 43, 111 S.Ct. at 2132 (citing Link v. Wabash R.R., 370 U.S. 626, 630-31, 82 S.Ct. 1386, 1389, 8 L.Ed.2d 734 (1962)). The Movant avers that this Court also have personal jurisdiction over the Respondents in this case with respect to Movant’s motion as each Respondent having been personally served with a copy of this motion by U.S. Certified Mail pursuant to the law of the State of Georgia under O.C.G.A. § 14-2-1510(b) as incorporated to the **Federal Rules of Civil Procedure, Rule 4**.

11. Section 524(a)(2) of the bankruptcy code provides that a discharge of debt in a bankruptcy proceeding “*operates as an injunction against the commencement or continuation of ... an act ... to collect ... any such [discharged] debt.*” See, 11 U.S.C. § 524(a)(2). This injunction is enforced through section 105, whereby this bankruptcy Court has jurisdiction and “*may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.*” See, 11 U.S.C. § 105(a).

12. Finally, Section 105 “*grants statutory contempt powers in the bankruptcy context.*” See, In re Hardy, 97 F.3d 1384, 1389-90 (11th Cir. 1996). Therefore, the Movant conclude that this Court has jurisdiction over the subject-matter of this case.

13. The Debtor and Movant ask that the Court award punitive damages as part of his request of sanctions due to the Respondents’ willful violations of the discharged injunction pursuant to 11 U.S.C. § 524(a). See, Debtor’s Motion Exhibit “A” & “B”.

14. Punitive damages are an appropriate sanction when the discharge injunction is violated. See In re Kabiling, 551 B.R. 440 (9th Cir. BAP 2016); In re Nibbelink, 403 B.R. 113 (Bankr. M.D. Fla. 2009). The Court is mindful that its powers to order such damages may be exercised with restraint and only under limited circumstances. However, in this case, where Respondents knew of a debtor's federally protected right and acted intentionally and reckless with disregard of that right, an award of punitive damages is justified. See Diviney v. Nationsbank of Tx. (In re Diviney), 225 B.R. 762 (10th Cir. BAP 1998). See, Motion Exhibit “A” & “B”.

15. Courts may also consider (1) the creditor's conduct, (2) the creditor's ability to pay damages; (3) the creditor's level of sophistication; (4) the creditor's motives;

and (5) any provocation by the debtor. See, *Id.* at 777. In awarding punitive damages as a sanction, the Court's intent is to award no more than is reasonably necessary to gain the attention of Respondents with the goal that it will implement procedures to prevent this treatment of other clients. See, *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559, 116 S.Ct. 1589, 134 L.Ed.2d 809 (1996).

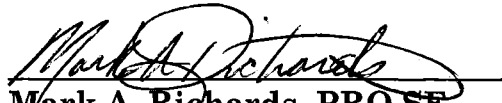
## VI. CONCLUSION

1. Based upon the foregoing reasons stated in this motion, the evidence and Movant's affidavits filed in support hereof, the Debtor is entitled to his motion.

2. Movant also concludes that this Court must set aside the real estate transactions, as they violate the discharge injunction under 11 U.S.C. § 524(a)(b)(c) and Georgia law pursuant to O.C.G.A. § 15-19-51(a) due to the unauthorized practice of law. Moreover, because the automatic stay was in place at the time Debtor filed this bankruptcy's case according to 11 U.S.C. § 362(a)(6) and due to the discharged injunction in effect under 11 U.S.C. § 524(a), all funds paid by Debtor to the Respondents must be returned. The Respondent's actions are in clear violation of the discharge injunction pursuant to 11 U.S.C. § 524(a)(b)(c). Therefore, the Movant is entitled to such relief based upon the evidence attached to this motion and affidavits.

**WHEREFORE**, the Debtor and Movant move this Court to GRANT his Motion for Contempt for: (1) setting aside the loan modification agreements; (2) the Security Deed given to HUD; (3) ordering the return of mortgage payments; and (4) award any damages sustained by the Debtor as a result of Respondents' violation of the automatic stay and discharge injunction pursuant to 11 U.S.C. § 524(a)(b)(c).

Respectfully submitted this 16<sup>th</sup>, day of March 2020.

  
Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

**CERTIFICATE OF SERVICE**

COMES NOW, MARK A. RICHARDS, the Debtor and Movant certify that I have served the following creditors and its' counsels of record in this action with his MEMORAMDUM OF LAW IN SUPPORT OF MOTION FOR CONTEMPT by U.S.


Certified Mail pursuant to O.C.G.A. § 14-2-1510(b) upon the following to wit:

Bank of America, N.A.  
P.O. Box 31785  
Tampa, Florida 33631-3785

Carrington Mortgage Services, LLC.  
P.O. Box 5001  
Westfield, Indiana 46074

Mr. S. Lindsay Carrington, Esq.  
c/o BankUnited, N.A., Creditor  
Bell Carrington Price & Gregg, LLC.  
339 Heyward Street, 2nd Floor  
Columbia, South Carolina 29201

Respectfully submitted this 16<sup>th</sup>, day of March 2020.

  
Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mrichards88@gmail.com

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:**

**MARK A. RICHARDS,**

**Debtor.**

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**MARK A. RICHARDS,**

**Debtor / Movant,**

**vs.**

**BANK OF AMERICA, N.A.,  
CARRINGTON MORTGAGE  
SERVICES, LLC, and  
BANKUNITED, N.A.,**

**Respondents.**

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**DOCKET NO: 11-51844-WLH**

**Hon. Wendy L. Hagenau, Judge**

**AFFIDAVIT OF CAROLYN RICHARDS**

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**AFFIDAVIT OF CAROLYN RICHARDS**

COMES NOW, CAROLYN RICHARDS, a witness in this action pursuant to 11 U.S.C. § 105(a) and 11 U.S.C. § 524(a) and hereby certify under oath after being duly sworn, deposes and states the following to wit:

1. My name is CAROLYN RICHARDS. I am one of the witness in this bankruptcy's action. I am legally competent to give this affidavit.

2. Affiant has reached the age of majority and is laboring under no mental disability at this time and is therefore, competent to testify to the matters contained herein, and testifies to the following based on my personal knowledge. Affiant has lived in the City of Conyers, Rockdale County, Georgia since 2008.

3. The Debtor is my husband. On January 24th, 2011, Mr. Richards voluntarily filed a petition (Chapter 7). He was represented by Ronica R. Scales of Robert J. Semrad & Associates as his attorneys. They appeared in Court on his behalf.

4. On July 19th, 2011, this Court entered a final order and discharge injunction pursuant to 11 U.S.C. § 524, discharging the debts owed to certain creditors.

5. Soon after Mr. Richards' bankruptcy discharge, Bank of America, through its' officers, agents, servants, employees and attorneys, began harassing and coercing Mr. Richards to repay the discharged debt. BOA also made threats of foreclosure and eviction to my family. As a result of these threats, my husband and I was under extreme stress and duress when Bank of America, referred to as "BOA", began demanding repayments concerning Mr. Richards' discharged debt in bankruptcy.

6. Moreover, BOA kept increasing the debt and the mortgage payments, even though the debt was discharged. Mr. Richards repeatedly told BOA's officers, agents and employees over the phone, that his debt had been discharged in bankruptcy.

7. BOA told him, despite his discharge, my husband still had to repay the discharged debt, or they would foreclose on our family and immediately evict us.

8. BOA's employees stated to Mr. Richards, that the only way we would be able to stay in our home, was for him to sign a loan modification agreement and to convey a Security Deed over to HUD without any actual consideration given by HUD.

9. We did not understand why my husband had to sign a loan modification agreement to modify a debt that has been discharged in bankruptcy. My husband and I believe this were fraud, but we did not know what to do about this.



10. This fraud is shown by the Security Deed given to HUD. My husband, Mr. Richards, received no actual consideration from HUD in exchanged for the Security Deed. BOA appears to have assigned a portion of his debt over to HUD, without his knowledge. BOA made it clear, that if my husband did not sign the loan modification agreements; the Security Deed for HUD and agree to make the monthly payments every month, my family would be immediately foreclosed upon and evicted.

11. On June 22<sup>nd</sup>, 2017, BOA sent the Debtor a notice that they transferred its' servicing rights of Debtor's prior mortgage loan on June 11<sup>th</sup>, 2017 over to Carrington Mortgage Services, LLC. Upon Carrington receiving such rights, Carrington took the same position as BOA did and began harassing and coercing my husband to repay the discharged debt. Carrington's employees harassed us through the telephones calls as collections practices and by using the United States Mails with collection letters. Again, Mr. Richards told Carrington, that his debts were discharged in bankruptcy. Carrington repeated that he had to still repay the debt, or they would foreclose and have the Sheriff Department to evict us from our home.

12. I told my husband who is the debtor, that we had no choice but to comply with Carrington's request and keep paying on the discharged debt.

13. I believe that Carrington coerced, forced and pressured my husband to sign a loan modification agreement. I also told my husband to sign the documents, out of fear of eviction. However, I did not know at the time, the documents were prepared by non-attorneys who are not licensed to practice law in the State of Georgia.

14. On December 2<sup>nd</sup>, 2019, my husband sent both BOA and Carrington Mortgage Services a Notice of Cease and Desist Letters. Debtor demand that they stop sending collection letters. The Debtor claimed in his letter that BOA and Carrington both committed fraud, willful misconduct, bad faith and gross negligence.

15. My husband as the Debtor also demand the return all his mortgage payments concerning the discharged debt, because those collections violate the discharge injunction as a matter of Federal law. See, **Appx. 12, Exh. "L"**.

16. Based upon a payment history sent by BOA on August 21<sup>st</sup>, 2019, BOA collected and received a total of **\$100,569.83** in improper and illegal mortgage payments from us in clear violation of the Bankruptcy's discharge injunction.

17. Based upon a payment history sent by Carrington Mortgage on September 27<sup>th</sup>, 2019, Carrington illegally collected and received a total of **\$21,345.00** in illegal mortgage payments in clear violation of the Bankruptcy's discharge injunction.

18. The threats of foreclosure and eviction from my home, terrified me and my family. My husband, never voluntary agreed to repay and or reaffirm a debt that has been properly discharged by this Court that would violate the discharge injunction.

19. I believe that the Respondents has willfully and intentionally violated the discharged injunction and is in contempt of this Court. See, **Appx. 13, Exh. "B"**.

20. The Respondents' actions in collecting a discharged debt in bankruptcy, has personally caused me and my family harm and damages such as embarrassment; humiliation and mental anguish. My husband has paid a total of **\$121,914.83** in improper and illegal mortgage payments in violation of the discharge injunction.

21. I now have a 15-year-old son, who is in school in Rockdale County. My son is doing well as a student. My husband who is the debtor, works very hard for his family and tries help others with his Christian values. We are not looking for any handout, but a fresh start after my husband's bankruptcy in this case.

22. BOA and Carrington Mortgage took advantage of us and forced us to make payments on a discharged debt. The actions by BOA and Carrington Mortgage seem to show that the debtor's discharged in bankruptcy had no effect on their collection practice. Now we are out of money and we have no were else to go. I believe that the Respondents violated the discharged injunction and should be held in contempt.

IN WITNESS AND TESTIMONY HEREOF, I make this affidavit based upon my personal knowledge, information and belief.

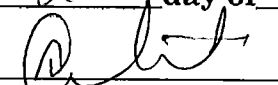
This 02, day of March, 2020.

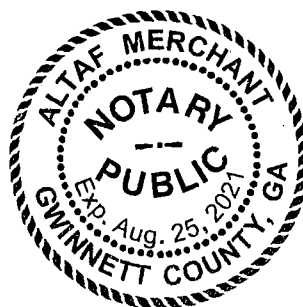
Respectfully Submitted,

  
Carolyn Richards, Affiant

CERTIFICATE OF NOTARY PUBLIC  
Sworn to and Subscribed before Me,

This 2nd day of MARCH, 2020.

  
STATE NOTARY PUBLIC



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:**

**MARK A. RICHARDS,**

**Debtor.**

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**MARK A. RICHARDS,**

**Debtor / Movant,**

**vs.**

**BANK OF AMERICA, N.A.,  
CARRINGTON MORTGAGE  
SERVICES, LLC., and  
BANKUNITED, N.A.,**

**Respondents.**

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**DOCKET NO: 11-51844-WLH**

**Hon. Wendy L. Hagenau, Judge**

**AFFIDAVITS OF MARK A. RICHARDS**

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**AFFIDAVIT OF MARK A. RICHARDS, DEBTOR**

COMES NOW, MARK A. RICHARDS, the Debtor and Movant in this action pursuant to 11 U.S.C. § 105(a) and 11 U.S.C. § 524(a) and hereby certify under oath after being duly sworn, deposes and states the following to wit:

1. My name is MARK A. RICHARDS. I am the Debtor and Movant in this bankruptcy's action. I am legally competent to give this affidavit.

2. Affiant has reached the age of majority and is laboring under no mental disability at this time and is therefore, competent to testify to the matters contained herein, and testifies to the following based on my personal knowledge. Affiant has lived in the City of Conyers, Rockdale County, Georgia since 2008.

3. On January 24th, 2011, I voluntary filed a petition (Chapter 7). I was represented by Ronica R. Scales of Robert J. Semrad & Associates as my attorneys who appeared in Court on my behalf as the Debtor. See, **Appx. 1, Exh. "A"**.

4. On July 19th, 2011, this Court entered a final order and discharge injunction pursuant to 11 U.S.C. § 524, discharging the debts I owed to certain creditors.

5. Soon after my bankruptcy's discharge, Bank of America, through its' officers, agents, servants, employees and attorneys, began harassing and coercing me to repay the discharged debt. BOA made threats of foreclosure and eviction to evict me and my family from our home. As a result of these threats, I was under extreme stress and duress when Bank of America, herein after referred to as "BOA", began demanding repayments concerning my discharged debt in bankruptcy.

6. Moreover, BOA kept increasing the debt and the mortgage payments, even though the debt was discharged. I repeatedly told BOA's officers, agents and employees over the phone, that my debt had been discharged in bankruptcy.

7. BOA told me, despite my discharge, I still had to repay the discharged debt, or they would foreclose on me and my family immediately evicted.

5. BOA's officers, agents and employees, told me, that the only way I could stay in my home, was for me to sign a loan modification agreement and convey a Security Deed over to HUD, without any actual consideration given by HUD.

6. I did not understand why I had to sign loan modification agreement to modify a debt that has been discharged in bankruptcy. I believe this was fraud.

7. This fraud is shown by the Security Deed given to HUD. I received no actual consideration from HUD in exchanged for the Security Deed and BOA appears to have assigned a portion of my debt over to HUD without my knowledge.

8. I communicated this fact with BOA and Carrington Mortgage. Neither of their representatives was able to explain to me, why I had to reaffirm a debt that has been discharged in bankruptcy. I also explain to BOA, that under Federal law, my debt cannot be reaffirmed. They had no idea what I was talking about.

9. BOA made it clear, that if I did not sign the loan modification agreements, the Security Deed for HUD and agree to make the monthly payments every month, my family and I would be immediately foreclosed upon and evicted.

10. BOA prepared all documents pertaining to the loan modification and the Security Deed. That process became overwhelming, I was not clear as to what was really occurring, BOA kept changing representatives, who appeared to not know what the prior representative claim to have done. To no avail, I was coerced and forced into signing the loan modification agreement, the Security Deed to HUD and to make monthly mortgage payments concerning the discharged debt under duress and the fear of me being foreclosed upon and evicted from my home.

11. On June 22<sup>nd</sup>, 2017, BOA sent me a notice that they transferred its' servicing rights of my prior mortgage loan on June 11<sup>th</sup>, 2017 over to Carrington Mortgage Services, LLC. See, **Appx. 1, Exh. "A"**.

12. Upon Carrington receiving such rights, Carrington took the same position as BOA did and began harassing and coercing me to repay the discharged debt.

13. Carrington's officers, agents, employees, harassed me through the telephones calls as collections practices and by using the United States Mails with collection letters. Again, I told Carrington, that my debts were discharged in bankruptcy. Carrington repeated that I had to still repay the debt, or they would foreclose upon me and have the Sheriff Department to evict me from the home.

14. Again, I had no choice but to comply with Carrington's request and keep paying on a discharged debt. See, **Appx. 8, 9, Exh. "H" & "I"**.

15. Carrington coerced, forced and pressured to sign a new loan modification agreement prepared by non-attorneys against my will, while I was under duress.

16. On January 12<sup>th</sup>, 2018, Ms. Monica Vela, a non-attorney who was acting on behalf of Carrington Mortgage Services, prepared a Loan Modification Agreement for me to sign. At the time I signed the agreement, I was pressured by Carrington's other officers, agents, employees and attorneys. I did not know at the time that Ms. Vela was not a licensed attorney, not authorized to practice law in this State.

17. Had I known then that Ms. Vela was not an attorney, who prepared the Loan Modification Agreement and Security Deed, I would have never signed them.

18. I never had prior notice, that the loan document and security deed I signed was prepared by a non-lawyer as an unauthorized practice of law in Georgia.

19. The original Security Deed was recorded on July 8<sup>th</sup>, 2007 with the Clerk of Superior Court of Rockdale County in Deed Book 4569, page 321 for the total of \$289,164.00. The Court discharged this debt on July 19<sup>th</sup>, 2011. The loan modification agreement attempts to reaffirm this debt in the amount of \$176,410.11.

20. The loan modification agreement added to the discharged debt, an additional \$16,289.18 in new money, which brought the total discharged debt to \$197,699.29. This new money is based upon my pass mortgage payments, interest and late fees on my account. The new money is also the same discharged debt.

21. BOA and Carrington Mortgage Services, both showed a clear intent to get me to repay my prior mortgage loan, which has been discharged. They violated 11 U.S.C. § 524 of the bankruptcy's injunction. See, **Appx. 1, 2, Exh. "B" & "C"**.

22. I never voluntary agreed to repay the discharged debt with BOA and or Carrington Mortgage Services LLC. I repeatedly told BOA and Carrington's officers, agents, servants, employees and attorneys, that my debt was discharged.

23. Moreover, I told them, that I paid mortgage insurance and or FHA insurance would have paid for any pass due mortgage payments to the lender upon my discharge to cover any liens and the Security Deed against my property.

24. In other words, BOA and Carrington Mortgage, failed to disclose to me, any mortgage insurance that was actually paid by either, FHA's insurance or by my insurance carrier as a result of my default and discharge in bankruptcy. Such mortgage insurance would have been paid due to my default in order to protect the lender and payoff and satisfy any lien upon my property. See, **Appx. 10, Exh. "J"**.

25. On December 2<sup>nd</sup>, 2019, I sent both BOA and Carrington Mortgage Services a Notice of Cease and Desist Letters. I demand that they stop sending me collection letters. I claimed that BOA and Carrington both committed fraud, willful misconduct, bad faith and gross negligence. See, **Appx. 12, 13, Exh. "L" & "M"**.



26. I also demand for the return of all the unlawful collection of my mortgage payments concerning the discharged debt, because those collections violate the discharge injunction as a matter of Federal law. See, **Appx. 12, 13, Exh. "L" & "M"**.

27. Based upon a payment history sent by BOA on August 21<sup>st</sup>, 2019, BOA illegally collected and received a total of **\$100,569.83** in improper and illegal mortgage payments for me in clear violation of the Bankruptcy's discharge injunction according to 11 U.S.C. § 524. See, **Appx. 12, 13, Exh. "L" & "M"**.

28. Based upon a payment history sent by Carrington Mortgage on September 27<sup>th</sup>, 2019, Carrington illegally collected and received a total of **\$21,345.00** in improper and illegal mortgage payments for me in clear violation of the Bankruptcy's discharge injunction according to 11 U.S.C. § 524. See, **Appx. 6, Exh. "F"**.

29. Each payment made by me, was made under duress and pressure under the threats of foreclosure and eviction from my home. BOA and Carrington both coerced and forced me to repay the discharged debt against my will. I also believed and they knew that I had mortgage insurance to help cover such payments. Such threats of foreclosure and eviction from my home, terrified me and my family.

30. I never voluntarily agreed to repay and or reaffirm a debt that has been properly discharged by this Court, that would violate the discharge injunction.

31. I believe that the Respondents has willfully and intentionally violated the discharged injunction and is in contempt of this Court. I ask that the loan modification agreements and the Security Deed given to HUD be set aside.

33. The Respondents' actions in collecting a discharged debt in bankruptcy, has personally caused me and my family harm, such as embarrassment; humiliation and mental anguish. Moreover, I have paid out a total of **\$121,914.83** in improper and illegal mortgage payments in violation of the discharge injunction.

34. Such payments should have been cover by my mortgage insurance or paid in full by investor's insurance as a Mortgage Backed Security or "MBS" insurance.


35. I am entitled to my motion. I ask this Court to hold the Respondents in contempt of Court due to their violations of the bankruptcy's discharge injunction.

36. I also ask that the Court set aside the loan modification agreements and the Security Deed given to HUD. Finally, I demand that all mortgage payments made by me to BOA and Carrington Mortgage Service be return to me immediately.

**IN WITNESS AND TESTIMONY HEREOF**, I make this affidavit based upon my personal knowledge, information and belief.

This 13<sup>th</sup>, day of March, 2020.

Respectfully Submitted,

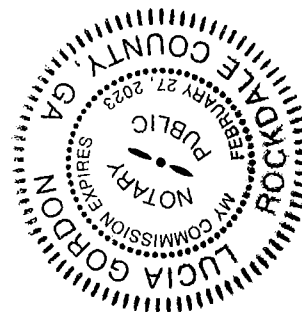
  
Mark A. Richards, Debtor

**CERTIFICATE OF NOTARY PUBLIC**

Sworn to and Subscribed before Me,

This 13 day of March, 2020.

Lucia Gordon  
STATE NOTARY PUBLIC



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE:**

**MARK A. RICHARDS,**

**Debtor.**

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**MARK A. RICHARDS,**

**Debtor / Movant,**

**vs.**

**BANK OF AMERICA, N.A.,  
CARRINGTON MORTGAGE  
SERVICES, LLC., and  
BANKUNITED, N.A.,**

**Respondents.**

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**DOCKET NO: 11-51844-WLH**

Hon. Wendy L. Hagenau, Judge

**DEBTOR'S APPENDIX TO EXHIBITS**

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**DEBTOR'S APPENDIX TO LIST OF EXHIBITS**


**COMES NOW, MARK A. RICHARDS,** the Debtor and Movant and hereby  
files his Appendix in support of his for contempt under **11 U.S.C. § 105(a)** by showing:

1. U.S. Discharge Final Order ..... Exhibit "A"
2. Security Deed to HUD ..... Exhibit "B"
3. Bank of America's Loan Modification Agreement ..... Exhibit "C"
4. Carrington Mortgage Loan Modification Agreement ..... Exhibit "D"
5. Bank of America's New Assignment Letter to Debtor ..... Exhibit "E"
6. Carrington Mortgage's Payment History to the Debtor ..... Exhibit "F"
7. Bank of America's Payment History to the Debtor ..... Exhibit "G"

- 8. Carrington Mortgage's Letter collecting discharged debt ..... Exhibit "H"
- 9. Carrington Mortgage's Notice of Intent to Foreclosed ..... Exhibit "I"
- 10. Carrington Mortgage's Pay Off Statement to Debtor ..... Exhibit "J"
- 11. Carrington Mortgage's Acknowledgement of Discharge ..... Exhibit "K"
- 12. Debtor's Notice to Cease and Desist to Bank of America ..... Exhibit "L"
- 13. Debtor's Notice to Cease and Desist to Carrington Mortgage Exhibit "M"

**WHEREFORE**, the Debtor and Movant hereby files this Appendix with the Clerk in support of his motion for contempt and move this Court to GRANT his Motion for Contempt for: (1) setting aside the loan modification agreements; (2) the Security Deed given to HUD; (3) ordering the return of mortgage payments; and (4) award any damages sustained by the Debtor as a result of Respondents' violation of the automatic stay and discharge injunction pursuant to 11 U.S.C. § 524(a)(b)(c).

Respectfully submitted this 16<sup>th</sup>, day of March 2020.

  
Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

**CERTIFICATE OF SERVICE**


COMES NOW, MARK A. RICHARDS, the Debtor and Movant in the above-styled action and certify that I have served the following creditors and its' counsels of record in this action with his DEBTOR'S APPENDIX TO LIST OF EXHIBITS by U.S. Certified Mail pursuant to O.C.G.A. § 14-2-1510(b) upon the following to wit:

Bank of America, N.A.  
P.O. Box 31785  
Tampa, Florida 33631-3785

Carrington Mortgage Services, LLC.  
P.O. Box 5001  
Westfield, Indiana 46074

Mr. S. Lindsay Carrington, Esq.  
c/o BankUnited, N.A., Creditor  
Bell Carrington Price & Gregg, LLC.  
339 Heyward Street, 2nd Floor  
Columbia, South Carolina 29201

Respectfully submitted this 16<sup>th</sup>, day of March 2020.

  
Mark A. Richards, PRO SE  
Attorney for the Debtor / Movant

1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "A"**

Attached hereto

Case 11-51844-wlh Doc 18 Filed 07/21/11 Entered 07/22/11 01:11:31 Desc Imaged  
Certificate of Service Page 1 of 3  
UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

In Re: Debtor(s)

Mark A. Richards  
1861 Windsonr Creek Dr.  
Conyers, GA 30094

Case No.: 11-51844-wlh  
Chapter: 7  
Judge: Wendy L. Hagenau

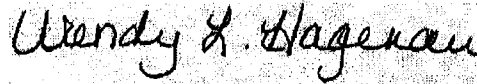
xxx-xx-3731

**DISCHARGE OF DEBTOR(S) WITH ORDER APPROVING TRUSTEE'S REPORT OF NO  
DISTRIBUTION, CLOSING ESTATE AND DISCHARGING TRUSTEE**

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:** The debtor is granted a discharge under section 727 of title 11, United States Bankruptcy Code, (the Bankruptcy Code).

It further appears that the trustee in the above styled case has filed a report of no distribution and said Trustee has performed all other and further duties required in the administration of said estate; accordingly, it is hereby

**ORDERED** that the said estate is closed; that the Trustee is discharged from and relieved of said trust.



Wendy L. Hagenau  
United States Bankruptcy Judge

Dated: July 19, 2011

Form 182

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION  
REGARDING THE BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE**



Case 11-51844-wlh Doc 18 Filed 07/21/11 Entered 07/22/11 01:11:31 Desc Imaged  
Certificate of Service Page 2 of 3  
FORM 182 continued

#### **EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE**

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

#### **Collection of Discharged Debts Prohibited**

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. [In a case involving community property: There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

This discharge does not affect any property of the estate as defined by section 541 of the Bankruptcy Code, and the automatic stay of section 362(a) of the Bankruptcy Code continues to apply to any property of the estate unless and until the automatic stay has been terminated by order of the court or expires pursuant to section 362(c) of the Bankruptcy Code. Such property remains subject to administration by the trustee on behalf of the bankruptcy estate.

#### **Debts That are Discharged**

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

#### **Debts that are Not Discharged.**

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes (in a case filed on or after October 17, 2005);
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts.
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans (in a case filed on or after October 17, 2005).

**This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.**

**This Bankruptcy Discharge is an important document that you should retain in the event a copy is needed in the future. If you request a copy from the Clerk's Office at a later date, you will be required to pay a fee.**



Case 11-51844-wlh Doc 18 Filed 07/21/11 Entered 07/22/11 01:11:31 Desc Imaged

Certificate of Service Page 3 of 3  
United States Bankruptcy Court  
Northern District of Georgia

In re:  
Mark A. Richards  
Debtor

Case No. 11-51844-wlh  
Chapter 7

**CERTIFICATE OF NOTICE**

District/off: 113E-9

User: collinsl  
Form ID: 182

Page 1 of 1  
Total Noticed: 14

Date Rcvd: Jul 19, 2011

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 21, 2011.

db +Mark A. Richards, 1861 Windsonr Creek Dr., Conyers, GA 30094-5833  
aty +Jessica L. Casto, Robert J. Semrad & Associates, LLC, Suite 3600, 101 Marietta St.,  
Atlanta, GA 30303-2716  
aty +Ronica R. Scales, Robert J. Semrad & Associates, Suite 3600, 101 Marietta St., NW,  
Atlanta, GA 30303-2716  
tr +Martha A. Miller, Martha A. Miller, PC, 229 Peachtree Street, NE, Suite 2415,  
Atlanta, GA 30303-1608  
cr +The Credit Union Loan Source, LLC., 5036 Clark Howell Hwy, College Park, GA 30349-6064  
14010637 +Bac Home Loans Servi, 450 American St, Simi Valley, CA 93065-6285  
14010639 Bart L. Graham, State of Ga Revenue Commission, 1800 Century Center Blvd. NE,  
Atlanta, GA 30345  
14010643 +Zwicker & Associates PC, 80 Minuteman Rd., Andover, MA 01810-1008

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. ust

+E-mail/Text: ustpreion21.at.ecf@usdoj.gov Jul 19 2011 21:09:00  
Office of the United States Trustee, Room 362, 75 Spring Street, SW,  
Atlanta, GA 30303-3330  
14010635 +EDI: BECKLEE.COM Jul 19 2011 20:18:00 American Express, c/o Becket and Lee LLP,  
Po Box 3001, Malvern, PA 19355-0701  
14010638 +EDI: BANKAMER2.COM Jul 19 2011 20:23:00 Bank Of America, Po Box 17054,  
Wilmington, DE 19850-7054  
14010640 +EDI: CITICORP.COM Jul 19 2011 20:23:00 Citibank Sd, Na, Attn: Centralized Bankruptcy,  
Po Box 20507, Kansas City, MO 64195-0507  
14010642 +EDI: IRS.COM Jul 19 2011 20:23:00 Internal Revenue Service, P.O. Box 7346,  
Philadelphia, PA 19101-7346  
14016588 +E-mail/Text: usagan.bk@usdoj.gov Jul 19 2011 21:09:02 U. S. Attorney,  
600 Richard B. Russell Bldg., 75 Spring Street, SW, Atlanta GA 30303-3315

TOTAL: 6

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

14010636\* +American Express, c/o Becket and Lee, PO Box 3001, Malvern, PA 19355-0701  
14016587\* Internal Revenue Service, P. O. Box 7346, Philadelphia PA 19101-7346  
14010641 ##+Credit Union Loan Sour, 5020 Clark Howell Hwy, College Park, GA 30349-6064

TOTALS: 0, \* 2, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

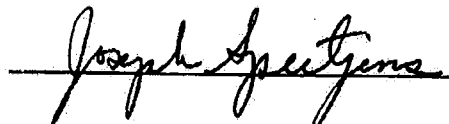
Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Spectjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 21, 2011

Signature:



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "B"**

Attached hereto



Doc ID: 008878870008 Type: SD  
 Recorded: 04/29/2013 at 10:27:03 AM  
 Fee Amt: \$24.00 Page 1 of 8  
 Rockdale County Superior Court  
 Ruth A. Wilson Clerk

BK 5358 PG 86-93

SPACE ABOVE FOR RECORDER USE

WHEN RECORDED MAIL TO:

Bank of America, N.A.  
 1001 Liberty Avenue, Suite 675  
 Pittsburgh, PA 15222-1522 JMS

PREPARED BY:

*J. Jonathan Samuel*  
 Bank of America, N.A.  
 1001 Liberty Ave, Ste 675, Pittsburgh, PA 15222  
 FHA/VA Case No. 1053768325703  
 Doc ID 0651847427107105B

See Exhibit B for assignments of record if applicable.

*374666-1300777*

EXEMPT FROM DOC STAMPS &  
 INTANGIBLE TAX-  
 GOVERNMENTAL AGENCY

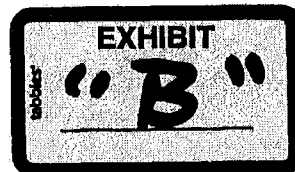
**SECURITY DEED**

THIS SECURITY DEED ("Security Instrument"), is given on December 26, 2012 The Trustor(s) are MARK A. RICHARDS, whose address is 1861 WINDSOR CREEK DR SW, CONYERS, GA 30094 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"), Borrower owes Lender the principal sum of \$79,993.30. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on July 1, 2042. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in ROCKDALE County, State of Georgia: which has the address 1861 WINDSOR CREEK DR SW, CONYERS, GA 30094 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 1 of 7



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

**GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 2 of 7

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: C&L Service Corp./Morris Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
6. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

<b>GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT</b>
---

FHA- PARTIAL CLAIM

Page 3 of 7



8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give Trustee a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall record a notice of sale in each county in which the Property or some part thereof is located, and Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Lender shall deliver to the purchaser Lender's deed to the Property in fee simple and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in Lender's deed shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.

**GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 4 of 7

If the Property is sold pursuant to this paragraph 8, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

9. **BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
10. **RELEASE.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.
11. **WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.
12. **ASSUMPTION NOT A NOVATION.** Lender's acceptance of an assumption of the obligations of this Security Instrument and Note, and any release of Borrower in connection therewith, shall not constitute a novation.

**GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 5 of 7

13. **DEED TO SECURE DEBT.** This conveyance is to be construed under the existing laws of the State of Georgia as a security deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

**GEORGIA - SUBORDINATE SECURITY DEED - 10/97 - HUD INSTRUMENT**

**FHA- PARTIAL CLAIM**

**Page 6 of 7**



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Witness

Scema Pathak

Print or Type Name

KAVI PATHAK

Print or Type Name

[Signature]  
MARK A RICHARDS

State of Georgia

County Rockdale

I, TAMMILAH BOWMAN, a NOTARY residing in the

County and State named, certify that

MARK A RICHARDS

who is/are personally known to me, and this day appeared before me and acknowledged that

he/she/they signed, sealed and delivered the foregoing Security Deed of his/her/their own free will and accord, for the purposes named and expressed in that instrument.

In witness, I have set my hand and official seal unto this instrument this 31<sup>st</sup> day

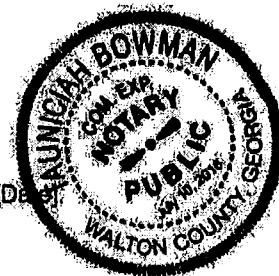
of December (month), 2012 (year).

[Signature]  
Signature

[Signature]  
Title of Officer

My NOTARY (commission or term of office) expires on July 10, 2014 (Date)

(Space Below This Line Reserved For Lender and Recorder)



GEORGIA • SUBORDINATE SECURITY DEED • 10/97 • HUD INSTRUMENT

FHA • PARTIAL CLAIM

Page 7 of 7

S. N. D.  
M. A. L.

Exhibit A

Legal Description

All that tract or parcel of land lying and being in Land Lot 268 of the 16th District, Rockdale County, Georgia, being Lot 7, Block B, Unit One of Windsor Creek Subdivision, as per plat thereof recorded in Plat Book 35, pages 22 - 27, Rockdale County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "C"**

Attached hereto

FILED IN OFFICE  
CLERK SUPERIOR CT  
ROCKDALE CO., GA.

15 JUL 21 AM 10:33

*Ruth A. Wilson*  
CLERK



Doc ID: 010440580008 Type: 80  
Recorded: 07/22/2016 at 09:04:56 AM  
Fee Amt: \$26.00 Page 1 of 8  
Rockdale County Superior Court  
Ruth A. Wilson Clerk

BK 5729 PG 188-195

When Recorded Return To:

Bank of America, N.A.  
11802 Ridge Parkway, Ste 100 HRM  
Broomfield, CO 80021

*PREPARED BY: AL RIVAS*  
Recording Requested By:

Bank of America, N.A.

ORIG.MTG \$ 289,164.00

NEW MTG \$ 195,838.63

NEW MONEY \$ 0.00

Document No.: 06521847427107105A

712880-7777 Space Above for Recorder's Use \_\_\_\_\_

LOAN MODIFICATION AGREEMENT

*ADJ: 844-A-DI-0067*



Borrower ("I"): MARK A RICHARDS

Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): May 30, 2008

*PRE REC DWS: 07/08/2008 BK: 4569 PG: 321*

FHA Loan Number: 1053768325703

*ORIG LENDER: OPTIMUM MORTGAGE, A DIVISION OF METROCITIES MORTGAGE, LLC*

Property Address ("Property"): 1861 WINDSOR CREEK DR SW, CONYERS, GA 30094

*TAXES HAVE BEEN PREVIOUSLY PAID*

See attached Exhibit "A" for Legal Description

1 If more than one Borrower or Mortgagor executes this document, each is referred to as "I." Words signifying the singular (such as "I") include the plural (such as "we") and vice versa where appropriate.

FHA-HAMP Loan Modification Agreement One-to-Four-Family Bank of America, N.A. (rev. 11/12/19/1)



Recording information: Mortgage recorded in Book/Liber 4569 at page(s) 921  
of the REAL ESTATE Records of  
ROCKDALE, GA  
(Name of Records) (County and State, or Other Jurisdiction)

**Important Disclosures:** The Federal Housing Administration (FHA) requires that the Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. The Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage to enable the Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

1. My Representations. I certify, represent to Lender, and agree:

- A. I am experiencing a financial hardship. As a result, (1) I am in default under the Loan Documents and (2) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents.
- B. I live in the Property as my principal residence. The Property has not been condemned.
- C. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I have provided documentation for all income that I receive. I am not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Home Affordable Modification Program ("Program").
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including (but not limited to) the documents and information regarding my eligibility for the Program, are true and correct.
- F. I have made all payments required under a trial period plan, as required under the Program.

2. Acknowledgements and Preconditions to Modification. I understand, acknowledge, and agree:



- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the FHA's required subordinate mortgage (also called a Partial Claim Note and Security Instrument).
  - B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified; (2) this Agreement will not be valid; and (3) the Lender will have all of the rights and remedies provided by the Loan Documents.
  - C. The Loan Documents will not be modified unless the Modification Effective Date (as defined in Section 3) has occurred.
  - D. The Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
3. The Modification. If my representations in Section 1 continue to be true and correct and all preconditions to the modification in Section 2 have been met, the Loan Documents will automatically become modified (the "Modified Loan Documents") on August 1, 2012 (the "Modification Effective Date") and Lender will waive all due and unpaid late charges.
- A. The new Maturity Date will be: July 1, 2042.
  - B. The new principal balance of my Note will be \$195,538.83 (the "New Principal Balance").
  - C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.
  - D. The annual interest rate on the New Principal Balance will be 4.500%, beginning July 1, 2012, both before and after any new default. This fixed interest rate will remain in effect until principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
  - E. On March 1, 2013 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$1,475.74 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$992.29, plus the current required escrow payment of \$483.45. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
  - F. I will be in default if I do not comply with the terms of the Modified Loan Documents.
4. Additional Agreements. I understand and agree:





- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
- (1) The FHA's subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The FHA's subordinate lien may also make it more difficult to get additional subordinate lien financing.
  - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) the Lender has waived this requirement in writing.
- C. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- D. Except to the extent modified by this Agreement, I will comply with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- E. The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- F. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect. Nothing in this Agreement satisfies or releases any obligation in the Loan Documents. Except as expressly modified by this Agreement, I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents and this Agreement.
- G. I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.



- H. If an error is detected after execution of this Agreement, I will execute any documents reasonably necessary to (1) consummate the terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I receive a Corrected Agreement from Lender, this Agreement will be void and of no legal effect. If I elect not to sign a Corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.
- I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counselor.
- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents"). I will deliver the Replacement Documents within ten days after I receive Lender's written request for such Replacement Documents.





In Witness Whereof, the Lender and I have executed this Agreement.  
(Signatures must be signed exactly as printed; original signature required; no photocopies accepted)

Mark A Richards  
MARK A RICHARDS  
(Must Be Signed Exactly As Printed)

June 24 2015  
MM/DD/YYYY  
Karin Tarril  
Witness Signature  
Karin Tarril  
Witness Printed Name  
06/24/2015  
Witness Date

Melinda Smith  
Witness Signature  
Melinda Smith  
Witness Printed Name  
06/24/2015  
Witness Date

[Space below this line for Acknowledgement]  
STATE OF Georgia  
COUNTY OF Gwinnett

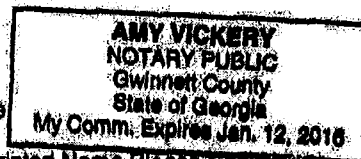
On the 24<sup>th</sup> day of June in the year 2015 before me, Amy Vickery  
Notary Public, personally appeared MARK A RICHARDS, personally known to me or  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is (are) subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument, the person(s), or entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amy Vickery Notary Signature

Amy Vickery Notary Public Printed Name Please seal here

Jan. 12, 2016 Notary Public Commission Expiration Date



DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By: Shirley Moore

Dated: JUN 26 2015

Name: Shirley Moore  
Title: Assistant Secretary

Connie Sanchez  
Witness Signature

CONNIE SANCHEZ  
Witness Printed Name

JUN 26 2015  
Witness Date

Chou Yang  
Witness Signature

Chou Yang  
Witness Printed Name

JUN 26 2015  
Witness Date

[Space below this line for Acknowledgement]

STATE OF Colorado

COUNTY OF Broomfield

On 6-26-2015 before Me, Brandon Tatsuo Iwamoto, Notary Public, personally appeared Shirley Moore, Assistant Secretary of Urban Settlement Services, LLC, attorney in fact for Bank of America, N.A., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Brandon Tatsuo Iwamoto Notary Signature

Brandon Tatsuo Iwamoto Notary Public Printed Name Please Seal Here

March 25, 2018 Notary Public Commission Expiration Date

BRANDON TATSUO IWAMOTO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144013219  
COMMISSION EXPIRES MAR. 25, 2018

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lot 268 of the 16th District, Rockdale County, Georgia, being Lot 7, Block B, Unit One of Windsor Creek Subdivision, as per plat thereof recorded in Plat Book 35, pages 22 - 27, Rockdale County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "D"**

Attached hereto

Type: SD  
 Recorded: 2/2/2018 10:08:00 AM  
 Fee Amt: \$73.60 Page 1 of 7  
 Intangible Tax: \$49.50  
 Rockdale County Superior Court  
 Ruth A. Wilson Clerk

Participant ID(s): 3822616278,  
 7067927936

**BK 6210 PG 244 - 250**

This Document Prepared By:  
**MONICA VELA**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When Recorded Mail To:  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**1600 SOUTH DOUGLASS ROAD, SUITE 200A**  
**ANAHEIM, CA 92806**

Tax/Parcel #: 044A010067

[Space Above This Line for Recording Data]

Original Principal Amount: \$289,164.00

Unpaid Principal Amount: \$176,410.11

New Principal Amount: \$192,699.29

New Money (Cap): \$16,289.18

FHA/VA/RHS Case No:

FR1053768325703

Loan No: 4000406704

## **LOAN MODIFICATION AGREEMENT (SECURITY DEED)**

This Loan Modification Agreement ("Agreement"), made this 12TH day of JANUARY, 2018, between MARK A. RICHARDS SOLE OWNERSHIP ("Borrower"), whose address is 1861 WINDSOR CREEK DR SW, CONYERS, GEORGIA 30094 and CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A. ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 30, 2008 and recorded on JULY 8, 2008 in BOOK 4569 PAGE 321, ROCKDALE COUNTY, GEORGIA, and (2) the Note, in the original principal amount of U.S. \$289,164.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

**1861 WINDSOR CREEK DR SW, CONYERS, GEORGIA 30094**



the real property described is located in ROCKDALE COUNTY, GEORGIA and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, JANUARY 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$192,699.29, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$16,289.18 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.8750%, from JANUARY 1, 2018. The yearly rate of 3.8750% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$1,465.73, beginning on the 1ST day of FEBRUARY, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$906.15, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US \$559.58. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. If on JANUARY 1, 2048 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing



in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.
9. This Agreement modifies an obligation secured by an existing security instrument recorded in ROCKDALE COUNTY, GEORGIA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$176,410.11. The principal balance secured by the existing security instrument as a result of this Agreement is \$192,699.29, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, I have executed this Agreement.

*Mark A Richards*  
Borrower: MARK A RICHARDS01/20/2018  
Date

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_

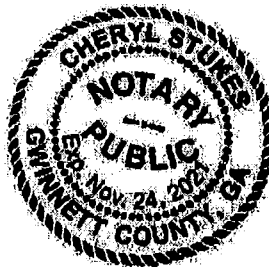
Date: \_\_\_\_\_

[Space Below This Line for Acknowledgments]

State of GEORGIA

County of Gwinnett ss.Signed, sealed and delivered on this 20 day of January, 2018, in the presence of:*[Signature]*  
Unofficial Witness*[Signature]*  
Notary Public, state of Georgia.CHERYL STUKES  
Printed Name:Nov 24, 2021

My Commission Expires

Document Prepared By  
MONICA VELA  
CARRINGTON MORTGAGE SERVICES, LLC  
CARRINGTON DOCUMENT SERVICES  
1600 SOUTH DOUGLASS ROAD, SUITE 200A  
ANAHEIM, CA 92806



In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.**

By [Signature] (print name)  
Jill A. Fuller, Director, Loss Mitigation  
Carrington Mortgage Services, LLC as attorney in fact

1-23-18 Date

[Signature] Witness

Gus Merz  
Witness - Printed Name

[Signature] Witness

Luz E Huerta  
Witness - Printed Name

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL - PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

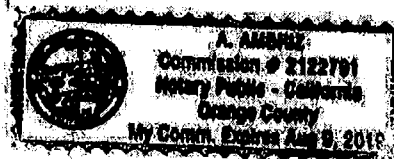
County of Orange

On 1-23-2018, before me, A. AMBRIZ, Notary Public, personally appeared JILL A. FULLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Ambriz (Seal)  
A. AMBRIZ



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document, continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☐ Corporate Officer

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- This acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage may be printed on such a document as long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural format by printing off in correct format (i.e., he/she/they, is/are) following the correct format. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text on the document. If seal impression is unclear, record the sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but does help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the signer is a corporate officer, indicate the title (i.e., CEO, CFO, Secretary).
  - Securely attach this document to the signed document.

**EXHIBIT A**

**BORROWER(S): MARK A RICHARDS SOLE OWNERSHIP**

**LOAN NUMBER: 4000406704**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the STATE OF GEORGIA, COUNTY OF ROCKDALE, CITY OF CONYERS, and described as follows:**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268 OF THE 16TH DISTRICT, ROCKDALE COUNTY, GEORGIA, BEING LOT 7, BLOCK B, UNIT ONE OF WINDSOR CREEK SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGES 22 - 27, ROCKDALE COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.**

**ALSO KNOWN AS: 1861 WINDSOR CREEK DR SW, CONYERS, GEORGIA 30094**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "E"**

Attached hereto

C3\_1678 PSGSRL01 20321 02/06/17

**Bank of America**



P.O. Box 31785  
TAMPA, FL 33631-3785

**Send Correspondence to:**  
P.O. Box 31785  
TAMPA, FL 33631-3785

**Business Address:**  
450 American Street  
Sunny Valley, CA 93065-6285



**IMPORTANT INFORMATION ENCLOSED**

AT2 4-772-48217-0002032-001-1-000-000-000-000

MARK A RICHARDS  
PO BOX 446  
CONYERS, GA 30012

**Notice Date:** June 22, 2017

**Loan No.:** 184742710

**Property Address:**  
1861 Windsor Creek Dr Sw  
Conyers, GA 30094

MARK A RICHARDS:

The servicing of your home loan will transfer to Carrington Mortgage Services, LLC on July 11, 2017.

**IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN**

On July 11, 2017, the servicing of your above referenced mortgage loan will transfer to Carrington Mortgage Services, LLC. As of that date, your new servicer, Carrington Mortgage Services, LLC, will support all of your loan servicing, including billing, payment processing, and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Carrington Mortgage Services, LLC.

Enclosed is a Notice of Servicing Transfer from Bank of America regarding the above referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. Please review this notice and retain it for your records.

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Carrington Mortgage Services, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 8a.m. to 9p.m. ET at 1-800-669-6607.

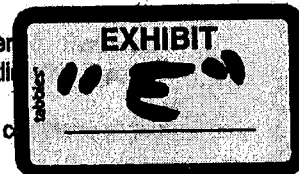
**WHAT YOU NEED TO KNOW**

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Carrington Mortgage Services, LLC is aware of your current status and will have all of your documents. Please contact Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Carrington Mortgage Services, LLC, please review the frequently asked questions below.

**ANSWERS TO QUESTIONS YOU MAY HAVE**

**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred for a letter from Carrington Mortgage Services, LLC within the next few weeks, which will outline the information.
- The transfer of your loan to Carrington Mortgage Services, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.



- Any automatic payments set up with us through the PayPlan programs will be discontinued as of July 10, 2017. Please look for instructions from Carrington Mortgage Services, LLC or contact them on or after July 11, 2017 to determine what payment options they may offer.

**Will I still be able to make my mortgage payment at a Bank of America financial center or through online banking?**

- You will no longer be able to make your payment at a Bank of America financial center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Carrington Mortgage Services, LLC on or after July 11, 2017.

**When my loan is transferred, will I still have access to my online loan information through Bank of America?**

- After the transfer is complete, your mortgage account will be moved to Carrington Mortgage Services, LLC. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Carrington Mortgage Services, LLC will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online banking.

**How will the service transfer affect my other Bank of America accounts?**

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

**What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?**

- The loan assistance programs that are offered by Carrington Mortgage Services, LLC are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Carrington Mortgage Services, LLC has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America, N.A..
- We will transfer any supporting documentation you may have submitted to us to Carrington Mortgage Services, LLC. We encourage you to work with Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through July 10, 2017. On or after July 11, 2017, your payments should be made to Carrington Mortgage Services, LLC unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Carrington Mortgage Services, LLC.

**Will my ability to receive financial counseling be impacted by this servicing transfer?**

- If you have previously received an offer for financial counseling in association with a HAMP trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

**What if I need loan assistance after the transfer?**

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Carrington Mortgage Services, LLC right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

**What if I am refinancing my mortgage loan that is being transferred?**

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.





optional products you have or you have questions about your products, please contact Bank of America.

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**WE'RE HERE TO HELP**

Thank you for the opportunity to serve your home loan needs. If you have any questions or need assistance prior to your loan transfer, please call us toll-free at 1-800-669-6607, Monday-Friday 8a.m. to 9p.m. ET.

Beginning July 11, 2017, Carrington Mortgage Services, LLC can assist you with any questions related to your home loan and the transfer of servicing. Carrington Mortgage Services, LLC's customer service number is 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Homeowner counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

Loan No.: 184742710

Notice Date: June 22, 2017

#### NOTICE OF SERVICING TRANSFER

 You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from Bank of America, N.A. to Carrington Mortgage Services, LLC, effective July 11, 2017.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

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#### YOUR SERVICER PRIOR TO JULY 11, 2017:

Your *present servicer* is Bank of America, N.A. If you have any questions relating to the transfer of servicing from your present servicer, please call Bank of America, N.A. Customer Service at 1-800-669-6607, Monday-Friday 8a.m. to 9p.m. ET. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA, FL 33631-3785.

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#### YOUR NEW SERVICER ON AND AFTER JULY 11, 2017:

Your *new servicer* will be Carrington Mortgage Services, LLC.

#### Phone Number for Questions Related to Servicing Transfer

The telephone number of Carrington Mortgage Services, LLC is 1-800-561-4567. If you have any questions relating to the transfer of servicing to your new servicer, please call Carrington Mortgage Services, LLC Customer Service toll-free at 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.

#### Address for Written Questions Related to Servicing Transfer

The address to send written questions related to the transfer of servicing to Carrington Mortgage Services, LLC is:

Carrington Mortgage Services, LLC  
P.O. Box 5001

Westfield, IN 46074

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#### Address for Mailed Payments

The address to send payments to Carrington Mortgage Services, LLC is:

Carrington Mortgage Services, LLC  
Attn: Cashiering, P.O. Box 79001  
Phoenix, AZ 85062

Please include your loan number on all checks, cashier's checks and other payments sent to Carrington Mortgage Services, LLC.

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#### INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that Bank of America, N.A. will stop accepting payments from you is July 10, 2017.

The date that your *new servicer* Carrington Mortgage Services, LLC will start accepting payments from you is July 11, 2017. Send all payments due on or after that date to your *new servicer*.

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#### INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: Bank of America, N.A. will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.

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#### TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "F"**

Attached hereto

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
IN 46074

P.O. Box 5001, Westfield, IN 46074  
Phone (800) 561-4567 Fax (800) 486-5134

CS238

08/07/19

MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094

Re: Loan Number 4000406704

Dear Mortgagor(s):

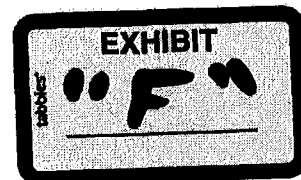
Below you will find the information and/or documentation you requested on 8/07/2019.

Copy of document(s) as requested.

If you have any questions, please contact the Customer Service Department at (800) 561-4567 between the hours of 8:00 AM and 8:00 PM, Monday through Friday, Eastern Time. You may also contact us in writing at P.O. Box 5001, Westfield, IN 46074 or Fax (800) 486-5134.

Sincerely,

Customer Service Research Department  
Carrington Mortgage Services, LLC  
Enclosure



CS238

Page 1 of 1

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
P.O. Box 5001  
Westfield, IN 46074

RETURN  
SERVICE  
REQUESTED

NEED POST  
03/16/2019  
FEBRUARY 2019  
\$0000.452

2P 45074  
03/16/2022

SCRIPTLINE 30054

03/16/2019 11:14:14 AM



## IMPORTANT DISCLOSURES

### -VERBAL INQUIRIES & COMPLAINTS-

For verbal inquiries and complaints about your mortgage loan, please contact the Customer Service Department for Carrington Mortgage Services, LLC, at 1-800-561-4567 between 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

### -IMPORTANT BANKRUPTCY NOTICE-

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

### -CREDIT REPORTING-

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### -MINI MIRANDA-

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

### -HUD COUNSELOR INFORMATION-

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

### -EQUAL CREDIT OPPORTUNITY ACT NOTICE-

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

### -SCRA DISCLOSURE-

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

### -NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.



**IMPORTANT DISCLOSURES**

**COLORADO Residents Only:** 7200 S. Alton Way, Ste B180, Centennial, CO 80112, (303) 708-8795

**HAWAII Residents Only:** Carrington Mortgage Services, LLC ("CMS") is licensed with the State of Hawaii Division of Financial Institutions. You may file complaints about CMS with the Commissioner of Financial Institutions by calling (808) 586-2820 or visiting the division's website for consumer complaints at <http://cca.hawaii.gov/dfi/file-a-complaint/>. For a list of standard or common loan servicing fees charged by CMS, please visit the CMS website at <https://carringtonms.com/HelpCenter/FAQ>

**MASSACHUSETTS: NOTICE OF IMPORTANT RIGHTS**

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

**MINNESOTA:** Carrington Mortgage Services, LLC is licensed by the Minnesota Department of Commerce.

**NEW YORK:**

New York City Department of Consumer Affairs Debt Collection Agency License Numbers: 1264739-DCA; 2027784-DCA & 2027786-DCA

This Collection agency is licensed by the City of Buffalo license numbers: CAG11-555177; CAG11-555176 & CAG15-10033508

City of Yonkers Debt Collection Agency License Numbers: 9717; 9837 & 9826

**For New York Residents Only:** You may file complaints about CMS with the New York State Department of Financial Services. You may obtain further information from the New York State Department of Financial Services by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov). Carrington Mortgage Services, LLC is registered with the Superintendent of the New York State Department of Financial Services.

**NORTH CAROLINA:** Carrington Mortgage Services, LLC is licensed under North Carolina Secure and Fair Enforcement Mortgage Licensing Act and holds North Carolina Agency Licenses with Permit Nos. 102107, 103455 and 112956 Main Office: 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 / Branch Offices: 2100 E. 196th Street, Suites 100 & 200, Westfield, IN 46074 & 6200 Tennyson Parkway, Suites 210 & 110-B, Plano, TX 75024

**OREGON:** Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

**TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

**TEXAS:** Notice to Texas Residents: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).



Loan Number	Transaction Date	Current Interest Paid Date	Tran Code	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Balance Funds Unapplied	Unapplied Funds Amount
4000406704	08/02/19	07/01/19	AP	\$1,504.35	\$606.24	\$299.91	\$598.20	\$2,155.42	\$0.00	\$187,437.56	(\$60.17)	\$0.00	\$0.00
4000406704	08/02/19	07/01/19	SWA	\$60.17	\$0.00	\$0.00	\$0.00	\$2,155.42	\$0.00	\$187,437.56	(\$60.17)	\$60.17	\$60.17
4000406704	08/02/19	07/01/19	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$60.17)	\$0.00	(\$60.17)	\$0.00	\$0.00
4000406704	08/02/19	07/01/19	UFU	\$60.17								\$60.17	
4000406704	07/05/19	06/01/19	E56	(\$95.41)	\$0.00	\$0.00	(\$95.41)	\$1,557.22	\$0.00	\$187,737.47	\$0.00	\$0.00	\$0.00
4000406704	06/15/19	06/01/19	AP	\$1,504.35	\$607.20	\$298.95	\$598.20	\$1,652.63	\$0.00	\$187,737.47	\$0.00	\$0.00	\$0.00
4000406704	06/05/19	05/01/19	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$1,054.43	\$0.00	\$188,036.42	\$0.00	\$0.00	\$0.00
4000406704	05/10/19	05/01/19	AP	\$1,504.35	\$608.16	\$297.99	\$598.20	\$1,152.57	\$0.00	\$188,036.42	\$0.00	\$0.00	\$0.00
4000406704	05/04/19	04/01/19	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$554.37	\$0.00	\$188,334.41	\$0.00	\$0.00	\$0.00
4000406704	04/23/19	04/01/19	E20	(\$1,805.00)	\$0.00	\$0.00	(\$1,805.00)	\$652.51	\$0.00	\$188,334.41	\$0.00	\$0.00	\$0.00
4000406704	04/12/19	04/01/19	AP	\$1,504.35	\$609.12	\$297.03	\$598.20	\$2,457.51	\$0.00	\$188,334.41	\$0.00	\$0.00	\$0.00
4000406704	04/05/19	03/01/19	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$1,859.31	\$0.00	\$188,631.44	\$0.00	\$0.00	\$0.00
4000406704	03/15/19	03/01/19	AP	\$1,504.35	\$610.08	\$296.07	\$598.20	\$1,957.45	\$0.00	\$188,631.44	\$0.00	\$0.00	\$0.00
4000406704	03/05/19	02/01/19	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$1,359.25	\$0.00	\$188,927.51	\$0.00	\$0.00	\$0.00
4000406704	02/14/19	02/01/19	AP	\$1,504.35	\$611.03	\$295.12	\$598.20	\$1,457.39	\$0.00	\$188,927.51	\$0.00	\$0.00	\$0.00
4000406704	02/05/19	01/01/19	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$859.19	\$0.00	\$189,222.63	\$0.00	\$0.00	\$0.00
4000406704	01/14/19	01/01/19	RP	\$1,456.24	\$611.98	\$294.17	\$550.09	\$957.33	\$0.00	\$189,222.63	\$0.00	\$0.00	\$0.00
4000406704	01/05/19	12/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$407.24	\$0.00	\$189,516.80	\$0.00	\$0.00	\$0.00
4000406704	12/08/18	12/01/18	AP	\$1,456.24	\$612.93	\$293.22	\$550.09	\$505.38	\$0.00	\$189,516.80	\$0.00	\$0.00	\$0.00
4000406704	12/05/18	11/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	(\$44.71)	\$0.00	\$189,810.02	\$0.00	\$0.00	\$0.00
4000406704	11/16/18	11/01/18	AP	\$1,456.24	\$613.87	\$292.28	\$550.09	\$53.43	\$0.00	\$189,810.02	\$0.00	\$0.00	\$0.00
4000406704	11/05/18	10/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	(\$496.66)	\$0.00	\$190,102.30	\$0.00	\$0.00	\$0.00
4000406704	10/23/18	10/01/18	E90	(\$2,620.20)	\$0.00	\$0.00	(\$2,620.20)	(\$398.52)	\$0.00	\$190,102.30	\$0.00	\$0.00	\$0.00
4000406704	10/19/18	10/01/18	AP	\$1,514.48	\$614.81	\$291.34	\$550.09	\$2,221.68	\$58.24	\$190,102.30	\$0.00	\$0.00	\$0.00
4000406704	10/05/18	09/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$1,671.59	\$0.00	\$190,393.64	\$0.00	\$0.00	\$0.00
4000406704	09/24/18	09/01/18	RP	\$1,514.48	\$615.75	\$290.40	\$550.09	\$1,769.73	\$58.24	\$190,393.64	\$0.00	\$0.00	\$0.00
4000406704	09/14/18	08/01/18	E92	(\$1,626.70)	\$0.00	\$0.00	(\$1,626.70)	\$1,219.64	\$0.00	\$190,684.04	\$0.00	\$0.00	\$0.00
4000406704	09/05/18	08/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$2,846.34	\$0.00	\$190,684.04	\$0.00	\$0.00	\$0.00
4000406704	08/16/18	08/01/18	RP	\$1,456.24	\$616.69	\$289.46	\$550.09	\$2,944.48	\$0.00	\$190,684.04	\$0.00	\$0.00	\$0.00

Loan Number	Transaction Date	Current Interest Paid Date	Transaction Code	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Balance Escrow	Late Charge Amount	Balance Principal	Balance Late Charge	Balance Funds Unapplied	Unapplied Funds Amount
4000406704	08/04/18	07/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$2,394.39	\$0.00	\$190,973.59	\$0.00	\$0.00	\$0.00
4000406704	07/13/18	07/01/18	AP	\$1,456.24	\$617.62	\$288.53	\$550.09	\$2,492.53	\$0.00	\$190,973.59	\$0.00	\$0.00	\$0.00
4000406704	07/05/18	06/01/18	E56	(\$98.14)	\$0.00	\$0.00	(\$98.14)	\$1,942.44	\$0.00	\$191,262.03	\$0.00	\$0.00	\$0.00
4000406704	06/19/18	06/01/18	AP	\$1,514.48	\$618.55	\$287.60	\$550.09	\$2,040.58	\$58.24	\$191,262.03	\$0.00	\$0.00	\$0.00
4000406704	06/05/18	05/01/18	E56	(\$100.70)	\$0.00	\$0.00	(\$100.70)	\$1,490.49	\$0.00	\$191,549.63	\$0.00	\$0.00	\$0.00
4000406704	05/14/18	05/01/18	RP	\$1,456.24	\$619.47	\$286.68	\$550.09	\$1,591.19	\$0.00	\$191,549.63	\$0.00	\$0.00	\$0.00
4000406704	05/05/18	04/01/18	E56	(\$100.70)	\$0.00	\$0.00	(\$100.70)	\$1,041.10	\$0.00	\$191,836.31	\$0.00	\$0.00	\$0.00
4000406704	04/23/18	04/01/18	E20	(\$1,590.00)	\$0.00	\$0.00	(\$1,590.00)	\$1,141.80	\$0.00	\$191,836.31	\$0.00	\$0.00	\$0.00
4000406704	04/16/18	04/01/18	RP	\$1,456.24	\$620.39	\$285.76	\$550.09	\$2,731.80	\$0.00	\$191,836.31	\$0.00	\$0.00	\$0.00
4000406704	04/05/18	03/01/18	E56	(\$100.70)	\$0.00	\$0.00	(\$100.70)	\$2,181.71	\$0.00	\$192,122.07	\$0.00	\$0.00	\$0.00
4000406704	03/19/18	03/01/18	UFM	\$875.00								\$875.00	
4000406704	03/19/18	03/01/18	UFM	(\$125.00)								\$750.00	
4000406704	02/19/18	03/01/18	UFM	(\$750.00)								\$0.00	
4000406704	03/19/18	03/01/18	SR7	(\$125.00)	\$0.00	\$0.00	\$0.00	\$2,282.41	\$0.00	\$192,122.07	\$0.00	\$0.00	(\$125.00)
4000406704	03/19/18	03/01/18	SR9	(\$750.00)	\$0.00	\$0.00	\$0.00	\$2,282.41	\$0.00	\$192,122.07	\$0.00	\$0.00	(\$750.00)
4000406704	03/19/18	03/01/18	SR	\$875.00	\$0.00	\$0.00	\$0.00	\$2,282.41	\$0.00	\$192,122.07	\$0.00	\$0.00	\$875.00
4000406704	03/07/18	03/01/18	AP	\$1,456.24	\$621.31	\$284.84	\$550.09	\$2,382.41	\$0.00	\$192,122.07	\$0.00	\$0.00	\$0.00
4000406704	03/05/18	02/01/18	E56	(\$100.70)	\$0.00	\$0.00	(\$100.70)	\$1,732.32	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	02/21/18	02/01/18	PT	\$1,833.02	\$0.00	\$0.00	\$1,833.02	\$1,833.02	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	02/21/18	02/01/18	RT	(\$1,833.02)	\$0.00	\$0.00	(\$1,833.02)	\$0.00	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	02/21/18	02/01/18	ITR										
4000406704	02/14/18	02/01/18	ITR										
4000406704	03/04/18	02/01/18	RT	(\$1,833.02)	\$0.00	\$0.00	(\$1,833.02)	\$0.00	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	02/14/18	02/01/18	PT	\$1,833.02	\$0.00	\$0.00	\$1,833.02	\$1,833.02	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	02/05/18	02/01/18	E56	(\$100.70)	\$0.00	\$0.00	(\$100.70)	\$1,833.02	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	01/30/18	02/01/18	CWP	\$8.49	\$0.00	\$8.49	\$0.00	\$1,933.72	\$0.00	\$192,406.91	\$0.00	\$0.00	\$0.00
4000406704	01/30/18	02/01/18	RP	(\$8.49)	\$622.26	\$283.89	\$559.57	\$1,933.72	\$0.00	\$192,415.40	\$0.00	\$0.00	(\$1,474.21)
4000406704	01/30/18	02/01/18	DFU	(\$1,474.21)								\$0.00	
4000406704	01/26/18	10/01/16	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.07	\$0.00	\$0.00	\$0.00	\$0.00





Loan Number	Transaction Date	Current Interest	Transaction Amount	Interest Amount	Principal Amount	Escrow Amount	Late Charge Amount	Balance	Principal	Balance	Late Charge	Balance	Unapplied Funds Amount
4000406704	11/13/17	RPP	\$1,474.21										
4000406704	08/01/16	UFF	(\$1,474.21)									\$0.00	
4000406704	11/10/17	UFF	\$1,474.21										
4000406704	08/01/16	UFF	\$1,474.21										
4000406704	11/10/17	SR	\$0.00	\$0.00	\$0.00	(\$7,313.64)	\$0.00	\$177,067.92	\$0.00	\$1,474.21		\$0.00	
4000406704	08/01/16	SR	\$0.00	\$0.00	\$0.00	(\$7,313.64)	\$0.00	\$177,067.92	\$0.00	\$1,474.21		\$0.00	
4000406704	11/04/17	E56	(\$100.70)	\$0.00	\$0.00	(\$7,313.64)	\$0.00	\$177,067.92	\$0.00	\$1,474.21		\$0.00	
4000406704	08/01/16	E90	(\$2,368.33)	\$0.00	\$0.00	(\$7,212.94)	\$0.00	\$177,067.92	\$0.00	\$1,474.21		\$0.00	
4000406704	10/16/17	SR	\$1,474.21	\$0.00	\$0.00	(\$4,844.61)	\$0.00	\$177,067.92	\$0.00	\$1,474.21		\$0.00	
4000406704	10/16/17	RPP	\$0.00										
4000406704	10/01/17	RPP	\$1,474.21										
4000406704	10/16/17	UFF	\$1,474.21									\$1,474.21	
4000406704	08/01/16	UFF	\$1,474.21										
4000406704	10/05/17	E56	(\$100.70)	\$0.00	\$0.00	(\$4,844.61)	\$0.00	\$177,067.92	\$0.00	\$0.00		\$0.00	
4000406704	08/01/16	M92	(\$1,378.03)	\$0.00	\$0.00	(\$4,743.91)	\$0.00	\$177,067.92	\$0.00	\$0.00		\$0.00	
4000406704	09/05/17	E56	(\$100.70)	\$0.00	\$0.00	(\$3,365.88)	\$0.00	\$177,067.92	\$0.00	\$0.00		\$0.00	
4000406704	08/01/16	RP	\$381.06	\$665.23	\$327.06	\$531.95	(\$3,265.18)	\$177,067.92	\$0.00	\$0.00		\$0.00	
4000406704	08/11/17	UFF	(\$1,143.18)									\$0.00	
4000406704	07/26/17	AA	\$0.00	\$0.00	\$0.00	(\$3,797.13)	\$0.00	\$177,394.98	\$0.00	\$1,143.18		\$0.00	
4000406704	07/03/16	AA	\$0.00	\$0.00	\$0.00	(\$3,797.13)	\$0.00	\$177,394.98	\$0.00	\$1,143.18		\$0.00	
4000406704	07/26/17	AA	\$0.00	\$0.00	\$0.00	(\$3,797.13)	\$0.00	\$177,394.98	\$0.00	\$1,143.18		\$0.00	
4000406704	07/18/17	AA	\$0.00	\$0.00	\$0.00	(\$3,797.13)	\$0.00	\$177,394.98	\$0.00	\$1,143.18		\$0.00	
4000406704	07/18/17	MAAD	\$4,595.82										
4000406704	07/07/17	M56	(\$201.40)	\$0.00	\$0.00	(\$3,595.73)	\$0.00	\$177,394.98	\$0.00				



NAL 610 #2400

## Customer Reference Guide

### History Codes and Definitions

A guide to understanding your payment history.

#### Payment Posting Hierarchy

Manual Payments are applied using the following hierarchy, unless the customer provides specific posting instructions. \*Payment application may be customized based on investor requests for individual deals and can fall outside of the hierarchy listed.

Non-FHA Loans		FHA Loans	
1. Principal and Interest Payment	6. Corporate Advances	1. Taxes and Insurance Payment	6. Corporate Advances
2. Taxes and Insurance Payment	7. Fees	2. Principal and Interest Payment	7. Fees
3. Late Charges	8. Pay ahead	3. Late Charge	8. Pay ahead
4. Uncollected P&I Advances	9. Curtailment	4. Uncollected P&I Advances	9. Curtailment
5. Uncollected Escrow Shortage		5. Uncollected Escrow Shortages	

#### Monetary Transaction Codes

A monetary transaction is one in which is of or in relation to money or to the mechanisms by which it is supplied to and circulates in the economy.

Code	Definition	Code	Definition
AA	Administrative adjustment	POC	Proof of claim
AAD	Administrative adjustment Deferred	PCS	Partial Cancellation
AAP	Items Auto post Acceptable Partial Payment	POS	Post-Petition payment
AMC	Adjustable rate change	PP	Partial payment
AP	Auto post	PPB	Partial Payment Base
APB	Auto post Partial Base	PPF	Payoff posted through post/allocation screen
APP	Acceptable Partial Payment	PRN	Payment reversal for N
ARM	Adjustable rate transaction	RA#	Reversed acceptable partial payment
ASB	Auto post Short to Base	RB#	Reversed Partial Base
ASD	Auto post Short to Draft	RC	REO Curtailment posted on REO/Allocate
ASP	Auto post short payment	ROR	REO Curtailment posted on REO/Allocate
ATP	Auto post Total Payment	RD#	Reversed Short to Draft
BKR	Bankruptcy transaction activity	REO	Real Estate Owned transaction activity
CAN	Repayment plan cancelled	RES	Online repayment schedule
CT	Curtailment	RH#	Reversed Short to Base
CTA	Curtailment posted via auto post	RO	REO P&I payment posted via REO/Allocate
CTB	Curtailment reversal posted via Inv/Transfer	RP	Regular payment
CTR	Curtailment reversal posted via Post/reverse	RPA	Manual adjustment for repayment plan
OTS	LOC Sub-Balance Principal Application	RPL	Repayment plan payment
CTT	Reapplication of curtailment due to Inv/Transfer	RPR	REO P&I payment reversal; REO/Reversal
CWA	Curtailment posted with payment via auto post	RPY	Repayment plan payment
CWP	Curtailment posted with payment via post/level	RS#	Reversed short payment
FB	Fee Billed	RT	Payment reversal due to investor transfer
FC	Foreclosure with cash	RX#	Reversed Total Payment
FE	Collection of billed fee transaction	SHB	Short to Base
FEA	Collection of billed fee transaction - auto post	SHD	Short to Draft
FEI	Interest on fees	SHP	Short payment
FER	Collected interest on fees	SR	Single receipt
FIV	Fee invoice online	SR#	Single receipt applied to a bucket
FP	Collection of a fee that was not billed	SRA	Single item receipt via auto post
FR	Collected interest on fees	SRL	Single item receipt auto post po via lockbox
FS	Service Release with cash	SRN	Reversal using the post/single
FSV	Field Service Transaction	SUB	Subsidy applied with pmt (RHS only)
FW	Foreclosure without cash	SRO	Transfer funds from bucket
FWC	Reversal of a fee transaction	SV	Service Release
LOW	Late charge waiver using a late charge waiver	SWA	Single item receipt with pmt (RHS only)
LD	Loss Draft Disbursement	SWP	Single item receipt w/pmt auto post
PA	Payment posted on post/allocation	TL	Total Cash Received
PAY	Payoff statement from p/o screen	TLP	Total Payment
PCO	Partial C/O taken (G/L c/o of principal)	UFF	Unapplied bucket for foreclosure
PCS	Partial cancellation credit from subsidy obligation	UI	Uncollected items include interest and LC
PF	Payoff	UXI	Uncollected extension interest
PFL	Payoff lockbox		





NMLA ID #2606

## Customer Reference Guide

### Escrow

An escrow payment is the portion of a mortgage payment that is set aside in an escrow account that will pay for the taxes and homeowner's insurance. This is placed in an escrow to show the money is guaranteed to be there and is an amount over and above the monthly mortgage payment, including principal and interest.

### Escrow Codes & Definitions

Code	Definition	Code	Definition
E##	Escrow Disbursement	EIS	Interest on escrow auto post via post/payoff screen
E01	Escrow refund to borrower	M##	Manual escrow disbursement
EI	Interest on Escrow	M01	Disbursement/return of cash to borrower
EIL	Interest on escrow auto post via payoff via lockbox	R##	Escrow disbursement refund
EIP	Interest on escrow auto posted auto via released	UIE	Uncollected late charges collected from escrow

### Escrow Types

The above escrow codes/definitions displayed as Letter## should be paired with the below Escrow Types. For example, Code E## paired with the Escrow Type 90 (E90) is an escrow disbursement for County Taxes.

##	Definition	##	Definition	##	Definition
01-08	Checks payable to Borrowers	25	Hazard 2nd Unit	91	School Tax
10	Forced Hazard	26	Hazard 3rd Unit	92	City Tax
11	Forced Flood	40	PMI	93	Special Tax
12	Flood Gap	48	USDA Annual Fee	94	Consolidated Taxes
20	Hazard Insurance	49	USDA no Yearly Fee	95	Lien Tax
21	Flood Insurance	50	HUD Single Family	96	Maintenance Tax
22	Windstorm Insurance	56	FHA	97	HOA Fees
23	Earthquake Insurance	59	Old USDA Annual Fee	98	Ground Rent
24	Unit Owners Insurance	90	County Tax		

### Reversal Reason Chart

A payment reversal is a payment that was applied against the balance due on the account, but had to be reversed off.

#	Reversal Reason	#	Reversal Reason
0	Misapplied	5	Account closed
1	NSF Payment Returned (non-sufficient funds)	6	Returned ACH (auto draft) due to NSF
2	Previously posted to incorrect account	7	Funds relocated
3	Stop payment	8	ACH (auto draft) returned
4	Invalid signature	9	Special Reversal

### Unapplied Codes

An unapplied code is used to identify the source/reason for the corresponding Unapplied Funds balance. Unapplied funds is available money credited to a temporary holding (suspense) account, pending determination or instruction of the breakdown of how money is to be allocated.

CD	Definition	CD	Definition	CD	Definition
A	Short Sales	I	Lockbox Rejects or Short Funds	P	Bankruptcy partial payments
B	Borrower Portion of FHA 235	J	Legal	Q	Vendor Refunds
C	Customer Post BK Funds	K	Cashiering	R	Replacement Reserve
D	Default	L	Loss Draft	S	Surplus Funds
E	DRM Express	M	MI Funds/Proceeds	T	Trustee BK Funds
F	Forbearance Plans	N	Post after pending ARM change	U	Unidentified (sweep)
G	Government Portion of FHA 235	O	Taxes		
		"	Bankruptcy		

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "G"**

Attached hereto

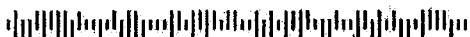
C3\_1631\_LNHIST\_20813\_04/25/2017

**Bank of America**

Customer Service Department

PO Box 31785

Tampa, FL 33631-3785



AB 0826 121 000 00003 #005 XX 1,600

MARK A RICHARDS

1861 WINDSOR CREEK DR SW  
CONYERS, GA 30012

Date: 08/21/2019

Loan No: 184742710

Property Address:

1861 WINDSOR CREEK DR SW  
CONYERS, GA 30094

We've enclosed your home loan history statement with transaction details.

As you requested, enclosed is your statement that provides the following:

- Payments we received from you
- Servicing expenses we paid to third parties
- Tax and Insurance payments we paid on your behalf
- Late charges assessed and paid

### Thank you for your business

We appreciate the opportunity to serve your financial needs. For general account information, you can visit us online at [bankofamerica.com](http://bankofamerica.com).

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Loan Number: 184742710  
 Statement Period: 06/2008 - 06/2017  
 Date Prepared: 08/21/2019

Property Address:  
 1861 WINDSOR CREEK DR SW  
 CONYERS, GA 30094

Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
<b>Beginning Balance</b>				<b>288,876.13</b>		<b>.00</b>				<b>.00</b>
06/26/2008	INITIAL TAX DEP	2,433.52	07/2008	.00	.00	2,433.52	.00	.00	.00	.00
				<b>288,876.13</b>		<b>2,433.52</b>			<b>.00</b>	<b>.00</b>
07/07/2008	FHA MIP PMT	-118.04	07/2008	.00	.00	-118.04	.00	.00	.00	.00
				<b>288,876.13</b>		<b>2,315.48</b>			<b>.00</b>	<b>.00</b>
07/24/2008	REGULAR PAYMENT	2,140.48	08/2008	289.31	1,444.38	406.79	.00	.00	.00	.00
				<b>288,586.82</b>		<b>2,722.27</b>			<b>.00</b>	<b>.00</b>
07/25/2008	INVESTOR REVRSL	-1,733.69	07/2008	-289.31	-1,444.38	.00	.00	.00	.00	.00
				<b>288,876.13</b>		<b>2,722.27</b>			<b>.00</b>	<b>.00</b>
07/25/2008	INVESTOR ADJ.	-.01	07/2008	-.01	.00	.00	.00	.00	.00	.00
				<b>288,876.14</b>		<b>2,722.27</b>			<b>.00</b>	<b>.00</b>
07/25/2008	INVESTOR ADJ.	.01	07/2008	.01	.00	.00	.00	.00	.00	.00
				<b>288,876.13</b>		<b>2,722.27</b>			<b>.00</b>	<b>.00</b>
07/25/2008	INVESTOR PAYMENT	1,733.69	08/2008	289.31	1,444.38	.00	.00	.00	.00	.00
				<b>288,586.82</b>		<b>2,722.27</b>			<b>.00</b>	<b>.00</b>
08/06/2008	FHA MIP PMT	-118.04	08/2008	.00	.00	-118.04	.00	.00	.00	.00
				<b>288,586.82</b>		<b>2,604.23</b>			<b>.00</b>	<b>.00</b>
08/25/2008	REGULAR PAYMENT	2,140.48	09/2008	290.76	1,442.93	406.79	.00	.00	.00	.00
				<b>288,296.06</b>		<b>3,011.02</b>			<b>.00</b>	<b>.00</b>
09/05/2008	FHA MIP PMT	-118.04	09/2008	.00	.00	-118.04	.00	.00	.00	.00
				<b>288,296.06</b>		<b>2,892.98</b>			<b>.00</b>	<b>.00</b>
09/25/2008	REGULAR PAYMENT	2,140.48	10/2008	292.21	1,441.48	406.79	.00	.00	.00	.00
				<b>288,003.85</b>		<b>3,299.77</b>			<b>.00</b>	<b>.00</b>
10/06/2008	FHA MIP PMT	-118.04	10/2008	.00	.00	-118.04	.00	.00	.00	.00
				<b>288,003.85</b>		<b>3,181.73</b>			<b>.00</b>	<b>.00</b>
10/29/2008	REGULAR PAYMENT	2,140.48	11/2008	293.67	1,440.02	406.79	.00	.00	.00	.00
				<b>287,710.18</b>		<b>3,588.52</b>			<b>.00</b>	<b>.00</b>
10/31/2008	CITY TAX PMT	-375.50	11/2008	.00	.00	-375.50	.00	.00	.00	.00
				<b>287,710.18</b>		<b>3,213.02</b>			<b>.00</b>	<b>.00</b>
11/06/2008	FHA MIP PMT	-118.04	11/2008	.00	.00	-118.04	.00	.00	.00	.00
				<b>287,710.18</b>		<b>3,094.98</b>			<b>.00</b>	<b>.00</b>



Bank of America 

Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	O
11/06/2008	COUNTY TAX PMT	-518.11	11/2008	.00	.00	-518.11	
				287,710.18		2,576.87	
11/28/2008	REGULAR PAYMENT	2,140.48	12/2008	295.14	1,438.55	406.79	
				287,415.04		2,983.66	
12/04/2008	FHA MIP PMT	-118.04	12/2008	.00	.00	-118.04	
				287,415.04		2,865.62	
12/29/2008	REGULAR PAYMENT	2,140.48	01/2009	296.61	1,437.08	406.79	
				287,118.43		3,272.41	
01/07/2009	FHA MIP PMT	-118.04	01/2009	.00	.00	-118.04	
				287,118.43		3,154.37	
01/30/2009	REGULAR PAYMENT	2,140.48	02/2009	298.10	1,435.59	406.79	
				286,820.33		3,561.16	
02/05/2009	FHA MIP PMT	-118.04	02/2009	.00	.00	-118.04	
				286,820.33		3,443.12	
02/27/2009	REGULAR PAYMENT	2,140.48	03/2009	299.59	1,434.10	406.79	
				286,520.74		3,849.91	
03/05/2009	FHA MIP PMT	-118.04	03/2009	.00	.00	-118.04	
				286,520.74		3,731.87	
03/31/2009	REGULAR PAYMENT	2,140.48	04/2009	301.09	1,432.60	406.79	
				286,219.65		4,138.66	
04/06/2009	FHA MIP PMT	-118.04	04/2009	.00	.00	-118.04	
				286,219.65		4,020.62	
04/17/2009	OVERAGE REFUND	-3,044.50	04/2009	.00	.00	-3,044.50	
				286,219.65		976.12	
04/30/2009	REGULAR PAYMENT	1,973.86	05/2009	302.59	1,431.10	240.17	
				285,917.06		1,218.29	
05/04/2009	HAZARD INS PMT	-536.00	05/2009	.00	.00	-536.00	
				285,917.06		680.29	
05/06/2009	FHA MIP PMT	-118.04	05/2009	.00	.00	-118.04	
				285,917.06		562.25	
06/01/2009	REGULAR PAYMENT	1,973.86	06/2009	304.10	1,429.59	240.17	
				285,612.96		802.42	
06/04/2009	FHA MIP PMT	-118.04	06/2009	.00	.00	-118.04	
				285,612.96		684.38	







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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
07/01/2009	REGULAR PAYMENT	1,973.86	07/2009	305.63 285,307.33	1,428.06	240.17 924.55	.00	.00	.00 .00	.00 .00
07/06/2009	FHA MIP PMT	-116.55	07/2009	.00 285,307.33	.00	-116.55 808.00	.00	.00	.00 .00	.00 .00
08/03/2009	REGULAR PAYMENT	1,973.86	08/2009	307.15 285,000.18	1,426.54	240.17 1,048.17	.00	.00	.00 .00	.00 .00
08/06/2009	FHA MIP PMT	-116.55	08/2009	.00 285,000.18	.00	-116.55 931.62	.00	.00	.00 .00	.00 .00
09/03/2009	REGULAR PAYMENT	1,973.86	09/2009	308.69 284,691.49	1,425.00	240.17 1,171.79	.00	.00	.00 .00	.00 .00
09/04/2009	FHA MIP PMT	-116.55	09/2009	.00 284,691.49	.00	-116.55 1,055.24	.00	.00	.00 .00	.00 .00
10/02/2009	REGULAR PAYMENT	1,973.86	10/2009	310.23 284,381.26	1,423.46	240.17 1,295.41	.00	.00	.00 .00	.00 .00
10/06/2009	FHA MIP PMT	-116.55	10/2009	.00 284,381.26	.00	-116.55 1,178.86	.00	.00	.00 .00	.00 .00
10/16/2009	COUNTY TAX PMT	-3,884.40	10/2009	.00 284,381.26	.00	-3,884.40 -2,705.54	.00	.00	.00 .00	.00 .00
10/23/2009	CITY TAX PMT	-1,295.85	10/2009	.00 284,381.26	.00	-1,295.85 -4,001.39	.00	.00	.00 .00	.00 .00
11/04/2009	REGULAR PAYMENT	1,973.86	11/2009	311.78 284,069.48	1,421.91	240.17 -3,761.22	.00	.00	.00 .00	.00 .00
11/05/2009	FHA MIP PMT	-116.55	11/2009	.00 284,069.48	.00	-116.55 -3,877.77	.00	.00	.00 .00	.00 .00
11/23/2009	COUNTY TAX CREDIT	3,884.40	11/2009	.00 284,069.48	.00	3,884.40 6.63	.00	.00	.00 .00	.00 .00
11/23/2009	CITY TAX CREDIT	1,295.85	11/2009	.00 284,069.48	.00	1,295.85 1,302.48	.00	.00	.00 .00	.00 .00
12/04/2009	FHA MIP PMT	-116.55	11/2009	.00 284,069.48	.00	-116.55 1,185.93	.00	.00	.00 .00	.00 .00
12/04/2009	REGULAR PAYMENT	1,973.86	12/2009	313.34 283,756.14	1,420.35	240.17 1,426.10	.00	.00	.00 .00	.00 .00
01/07/2010	FHA MIP PMT	-116.55	12/2009	.00 283,756.14	.00	-116.55 1,309.55	.00	.00	.00 .00	.00 .00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
02/04/2010	FHA MIP PMT	-116.55	12/2009	.00	.00	-116.55	.00	.00	.00	.00
				283,756.14		1,193.00			.00	.00
03/04/2010	FHA MIP PMT	-116.55	12/2009	.00	.00	-116.55	.00	.00	.00	.00
				283,756.14		1,076.45			.00	.00
03/16/2010	MISC. POSTING	900.00	12/2009	.00	.00	.00	.00	.00	.00	900.00
				283,756.14		1,076.45			.00	900.00
03/22/2010	MISC. POSTING	1,073.86	12/2009	.00	.00	.00	.00	.00	.00	1,073.86
				283,756.14		1,076.45			.00	1,973.86
04/06/2010	FHA MIP PMT	-116.55	12/2009	.00	.00	-116.55	.00	.00	.00	.00
				283,756.14		959.90			.00	1,973.86
04/14/2010	REGULAR PAYMENT	1,973.86	01/2010	314.91	1,418.78	240.17	.00	.00	.00	.00
				283,441.23		1,208.97			-78.95	1,973.86
05/03/2010	HAZARD INS PMT	-584.00	01/2010	.00	.00	-584.00	.00	.00	.00	.00
				283,441.23		616.97			-78.95	1,973.86
05/06/2010	FHA MIP PMT	-116.55	01/2010	.00	.00	-116.55	.00	.00	.00	.00
				283,441.23		499.52			-78.95	1,973.86
05/11/2010	MISC. POSTING	912.00	01/2010	.00	.00	.00	.00	.00	.00	912.00
				283,441.23		499.52			-78.95	2,885.86
05/14/2010	MISC. POSTING	-1,973.86	01/2010	.00	.00	.00	.00	.00	.00	-1,973.86
				283,441.23		499.52			-78.95	912.00
05/14/2010	REGULAR PAYMENT	1,973.86	02/2010	316.48	1,417.21	240.17	.00	.00	.00	.00
				283,124.75		739.69			-157.90	912.00
05/19/2010	MISC. POSTING	1,061.86	02/2010	.00	.00	.00	.00	.00	.00	1,061.86
				283,124.75		739.69			-157.90	1,973.86
06/04/2010	FHA MIP PMT	-116.55	02/2010	.00	.00	-116.55	.00	.00	.00	.00
				283,124.75		623.14			-157.90	1,973.86
06/15/2010	REGULAR PAYMENT	1,973.86	03/2010	318.07	1,415.62	240.17	.00	.00	.00	.00
				282,806.68		863.31			-236.85	1,973.86
06/15/2010	MISC. POSTING	-998.86	03/2010	.00	.00	.00	.00	.00	.00	-998.86
				282,806.68		863.31			-236.85	975.00
07/07/2010	FHA MIP PMT	-114.95	03/2010	.00	.00	-114.95	.00	.00	.00	.00
				282,806.68		748.36			-236.85	975.00
08/05/2010	FHA MIP PMT	-114.95	03/2010	.00	.00	-114.95	.00	.00	.00	.00
				282,806.68		633.41			-236.85	975.00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
08/09/2010	MISC. POSTING	626.47	03/2010	.00	.00	.00	.00	.00	.00	626.47
				<del>282,806.68</del>		<del>633.41</del>			<del>-236.85</del>	<del>1,601.47</del>
08/09/2010	MISC. POSTING	323.53	03/2010	.00	.00	.00	.00	.00	236.85	86.68
				<del>282,806.68</del>		<del>633.41</del>			.00	<del>1,688.15</del>
08/09/2010	REGULAR PAYMENT	2,176.38	04/2010	319.66	1,414.03	442.69	.00	.00	.00	.00
				<del>282,487.02</del>		<del>1,076.10</del>			.00	<del>1,688.15</del>
08/09/2010	MISC. POSTING	796.34	04/2010	.00	.00	.00	.00	.00	.00	796.34
				<del>282,487.02</del>		<del>1,076.10</del>			.00	<del>2,484.49</del>
08/09/2010	MISC. POSTING	-2,176.38	04/2010	.00	.00	.00	.00	.00	.00	-2,176.38
				<del>282,487.02</del>		<del>1,076.10</del>			.00	<del>308.11</del>
08/09/2010	REGULAR PAYMENT	2,176.38	05/2010	321.25	1,412.44	442.69	.00	.00	.00	.00
				<del>282,165.77</del>		<del>1,518.79</del>			.00	<del>308.11</del>
08/12/2010	REGULAR PAYMENT	2,176.38	06/2010	322.86	1,410.83	442.69	.00	.00	.00	.00
				<del>281,842.91</del>		<del>1,961.48</del>			.00	<del>308.11</del>
08/12/2010	REGULAR PAYMENT	2,176.38	07/2010	324.48	1,409.21	442.69	.00	.00	.00	.00
				<del>281,518.43</del>		<del>2,404.17</del>			<del>-86.68</del>	<del>308.11</del>
09/07/2010	FHA MIP PMT	-114.95	07/2010	.00	.00	-114.95	.00	.00	.00	.00
				<del>281,518.43</del>		<del>2,289.22</del>			<del>-86.68</del>	<del>308.11</del>
09/08/2010	REGULAR PAYMENT	2,178.00	08/2010	326.10	1,407.59	442.69	.00	.00	1.62	.00
				<del>281,192.33</del>		<del>2,731.91</del>			<del>-85.06</del>	<del>308.11</del>
09/10/2010	Waive/Adj.LateChg	85.06	08/2010	.00	.00	.00	.00	.00	85.06	.00
				<del>281,192.33</del>		<del>2,731.91</del>			.00	<del>308.11</del>
10/06/2010	FHA MIP PMT	-114.95	08/2010	.00	.00	-114.95	.00	.00	.00	.00
				<del>281,192.33</del>		<del>2,616.96</del>			.00	<del>308.11</del>
10/07/2010	CITY TAX PMT	-967.63	08/2010	.00	.00	-967.63	.00	.00	.00	.00
				<del>281,192.33</del>		<del>1,649.33</del>			.00	<del>308.11</del>
10/08/2010	REGULAR PAYMENT	2,178.00	09/2010	327.73	1,405.96	442.69	.00	.00	.00	1.62
				<del>280,864.60</del>		<del>2,092.02</del>			.00	<del>309.73</del>
10/29/2010	COUNTY TAX PMT	-2,141.45	09/2010	.00	.00	-2,141.45	.00	.00	.00	.00
				<del>280,864.60</del>		<del>-49.43</del>			.00	<del>309.73</del>
11/04/2010	FHA MIP PMT	-114.95	09/2010	.00	.00	-114.95	.00	.00	.00	.00
				<del>280,864.60</del>		<del>-164.38</del>			.00	<del>309.73</del>
11/10/2010	REGULAR PAYMENT	2,178.00	10/2010	329.37	1,404.32	442.69	.00	.00	.00	1.62
				<del>280,535.23</del>		<del>278.31</del>			.00	<del>311.35</del>



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
12/06/2010	FHA MIP PMT	-114.95	10/2010	.00	.00	-114.95	.00	.00	.00	.00
				<b>280,535.23</b>		<b>163.36</b>			.00	<b>311.35</b>
12/10/2010	MISC. POSTING	2,177.00	10/2010	.00	.00	.00	.00	.00	.00	2,177.00
				<b>280,535.23</b>		<b>163.36</b>			.00	<b>2,488.35</b>
12/13/2010	REGULAR PAYMENT	2,176.38	11/2010	331.01	1,402.68	442.69	.00	.00	.00	.00
				<b>280,204.22</b>		<b>606.05</b>			.00	<b>2,488.35</b>
12/13/2010	MISC. POSTING	-2,176.38	11/2010	.00	.00	.00	.00	.00	.00	-2,176.38
				<b>280,204.22</b>		<b>606.05</b>			.00	<b>311.97</b>
01/06/2011	FHA MIP PMT	-114.95	11/2010	.00	.00	-114.95	.00	.00	.00	.00
				<b>280,204.22</b>		<b>491.10</b>			.00	<b>311.97</b>
01/19/2011	REGULAR PAYMENT	2,177.00	12/2010	332.67	1,401.02	442.69	.00	.00	.00	.62
				<b>279,871.55</b>		<b>933.79</b>			.00	<b>312.59</b>
01/24/2011	MISC. POSTING	1,961.00	12/2010	.00	.00	.00	.00	.00	.00	1,961.00
				<b>279,871.55</b>		<b>933.79</b>			.00	<b>2,273.59</b>
01/25/2011	MISC. POSTING	-2,273.59	12/2010	.00	.00	.00	.00	.00	.00	-2,273.59
				<b>279,871.55</b>		<b>933.79</b>			.00	<b>.00</b>
01/25/2011	REGULAR PAYMENT	2,176.38	01/2011	334.33	1,399.36	442.69	.00	.00	.00	.00
				<b>279,537.22</b>		<b>1,376.48</b>			<b>-86.68</b>	<b>.00</b>
01/25/2011	MISC. POSTING	97.21	01/2011	97.21	.00	.00	.00	.00	.00	.00
				<b>279,440.01</b>		<b>1,376.48</b>			<b>-86.68</b>	<b>.00</b>
02/04/2011	FHA MIP PMT	-114.95	01/2011	.00	.00	-114.95	.00	.00	.00	.00
				<b>279,440.01</b>		<b>1,261.53</b>			<b>-86.68</b>	<b>.00</b>
02/15/2011	REGULAR PAYMENT	2,177.00	02/2011	336.12	1,397.57	442.69	.00	.00	.00	.62
				<b>279,103.89</b>		<b>1,704.22</b>			<b>-86.68</b>	<b>.62</b>
02/17/2011	MISC. POSTING	.00	02/2011	.00	.00	.00	.00	.00	.62	-.62
				<b>279,103.89</b>		<b>1,704.22</b>			<b>-86.06</b>	<b>.00</b>
03/04/2011	FHA MIP PMT	-114.95	02/2011	.00	.00	-114.95	.00	.00	.00	.00
				<b>279,103.89</b>		<b>1,589.27</b>			<b>-86.06</b>	<b>.00</b>
03/15/2011	REGULAR PAYMENT	2,177.00	03/2011	338.17	1,395.52	442.69	.00	.00	.00	.62
				<b>278,765.72</b>		<b>2,031.96</b>			<b>-86.06</b>	<b>.62</b>
03/18/2011	MISC. POSTING	.00	03/2011	.00	.00	.00	.00	.00	-.62	.62
				<b>278,765.72</b>		<b>2,031.96</b>			<b>-86.68</b>	<b>1.24</b>
03/18/2011	Waive/Adj LateChg	86.66	03/2011	.00	.00	.00	.00	.00	86.66	.00
				<b>278,765.72</b>		<b>2,031.96</b>			<b>-.02</b>	<b>1.24</b>





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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
03/18/2011	Waive/Adj LateChg	.02	03/2011	.00	.00	.00	.00	.00	.02	.00
				278,765.72		2,031.96			.00	1.24
03/22/2011	MISC. POSTING	.00	03/2011	.00	.00	1.24	.00	.00	.00	-1.24
				278,765.72		2,033.20			.00	.00
04/06/2011	FHA MIP PMT	-114.95	03/2011	.00	.00	-114.95	.00	.00	.00	.00
				278,765.72		1,918.25			.00	.00
04/08/2011	REGULAR PAYMENT	2,167.00	04/2011	339.86	1,393.83	432.70	.00	.00	.00	.61
				278,425.86		2,350.95			.00	.61
04/12/2011	MISC. POSTING	.00	04/2011	.00	.00	.61	.00	.00	.00	-.61
				278,425.86		2,351.56			.00	.00
04/26/2011	HAZARD INS PMT	-869.00	04/2011	.00	.00	-869.00	.00	.00	.00	.00
				278,425.86		1,482.56			.00	.00
05/02/2011	REGULAR PAYMENT	2,166.39	05/2011	341.56	1,392.13	432.70	.00	.00	.00	.00
				278,084.30		1,915.26			.00	.00
05/05/2011	FHA MIP PMT	-114.95	05/2011	.00	.00	-114.95	.00	.00	.00	.00
				278,084.30		1,800.31			.00	.00
06/06/2011	FHA MIP PMT	-114.95	05/2011	.00	.00	-114.95	.00	.00	.00	.00
				278,084.30		1,685.36			.00	.00
06/10/2011	REGULAR PAYMENT	2,166.39	06/2011	343.27	1,390.42	432.70	.00	.00	.00	.00
				277,741.03		2,118.06			.00	.00
07/07/2011	FHA MIP PMT	-113.27	06/2011	.00	.00	-113.27	.00	.00	.00	.00
				277,741.03		2,004.79			.00	.00
07/11/2011	REGULAR PAYMENT	2,166.39	07/2011	344.98	1,388.71	432.70	.00	.00	.00	.00
				277,396.05		2,437.49			.00	.00
08/04/2011	FHA MIP PMT	-113.27	07/2011	.00	.00	-113.27	.00	.00	.00	.00
				277,396.05		2,324.22			.00	.00
08/09/2011	REGULAR PAYMENT	2,166.39	08/2011	346.71	1,386.98	432.70	.00	.00	.00	.00
				277,049.34		2,756.92			.00	.00
09/07/2011	FHA MIP PMT	-113.27	08/2011	.00	.00	-113.27	.00	.00	.00	.00
				277,049.34		2,643.65			.00	.00
09/12/2011	REGULAR PAYMENT	2,207.60	09/2011	348.44	1,385.25	473.91	.00	.00	.00	.00
				276,700.90		3,117.56			.00	.00
10/06/2011	FHA MIP PMT	-113.27	09/2011	.00	.00	-113.27	.00	.00	.00	.00
				276,700.90		3,004.29			.00	.00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrbrw Balance	Optional	Buydown	Late Charges Total	Unapplied Total
10/06/2011	CITY TAX PMT	-984.83	09/2011	.00	.00	-984.83	.00	.00	.00	.00
				276,700.90		2,019.46			.00	.00
10/13/2011	COUNTY TAX PMT	-2,143.03	09/2011	.00	.00	-2,143.03	.00	.00	.00	.00
				276,700.90		-123.57			.00	.00
10/14/2011	REGULAR PAYMENT	2,207.60	10/2011	350.19	1,383.50	473.91	.00	.00	.00	.00
				276,350.71		350.34			.00	.00
11/04/2011	FHA MIP PMT	-113.27	10/2011	.00	.00	-113.27	.00	.00	.00	.00
				276,350.71		237.07			.00	.00
11/14/2011	REGULAR PAYMENT	2,207.60	11/2011	351.94	1,381.75	473.91	.00	.00	.00	.00
				275,998.77		710.98			.00	.00
12/06/2011	FHA MIP PMT	-113.27	11/2011	.00	.00	-113.27	.00	.00	.00	.00
				275,998.77		597.71			.00	.00
12/14/2011	REGULAR PAYMENT	2,207.60	12/2011	353.70	1,329.99	473.91	.00	.00	.00	.00
				275,645.07		1,071.62			.00	.00
01/06/2012	FHA MIP PMT	-113.27	12/2011	.00	.00	-113.27	.00	.00	.00	.00
				275,645.07		958.35			.00	.00
01/12/2012	REGULAR PAYMENT	2,207.60	01/2012	355.46	1,378.23	473.91	.00	.00	.00	.00
				275,289.61		1,432.26			.00	.00
02/06/2012	FHA MIP PMT	-113.27	01/2012	.00	.00	-113.27	.00	.00	.00	.00
				275,289.61		1,318.99			.00	.00
02/14/2012	REGULAR PAYMENT	2,207.60	02/2012	357.24	1,376.45	473.91	.00	.00	.00	.00
				274,932.37		1,792.90			.00	.00
03/06/2012	FHA MIP PMT	-113.27	02/2012	.00	.00	-113.27	.00	.00	.00	.00
				274,932.37		1,679.63			.00	.00
03/16/2012	REGULAR PAYMENT	2,207.60	03/2012	359.03	1,374.66	473.91	.00	.00	.00	.00
				274,573.34		2,153.54			.00	.00
04/05/2012	FHA MIP PMT	-113.27	03/2012	.00	.00	-113.27	.00	.00	.00	.00
				274,573.34		2,040.27			.00	.00
04/13/2012	MISC. POSTING	2,194.64	03/2012	.00	.00	.00	.00	.00	.00	2,194.64
				274,573.34		2,040.27			.00	2,194.64
04/27/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		2,040.27			.00	3,628.23
04/27/2012	HAZARD INS PMT	-911.00	03/2012	.00	.00	-911.00	.00	.00	.00	.00
				274,573.34		1,129.27			.00	3,628.23



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
05/04/2012	FHA MIP PMT	-113.27	03/2012	.00	.00	-113.27	.00	.00	.00	.00
				274,573.34		1,016.00			.00	3,628.23
05/25/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		1,016.00			.00	5,061.82
06/06/2012	FHA MIP PMT	-113.27	03/2012	.00	.00	-113.27	.00	.00	.00	.00
				274,573.34		902.73			.00	5,061.82
06/27/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		902.73			.00	6,495.41
07/06/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		791.26			.00	6,495.41
07/27/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		791.26			.00	7,929.00
08/07/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		679.79			.00	7,929.00
08/31/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		679.79			.00	9,362.59
09/07/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		568.32			.00	9,362.59
09/28/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		568.32			.00	10,796.18
10/04/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		456.85			.00	10,796.18
10/12/2012	CITY TAX PMT	-984.83	03/2012	.00	.00	-984.83	.00	.00	.00	.00
				274,573.34		-527.98			.00	10,796.18
10/19/2012	COUNTY TAX PMT	-1,932.40	03/2012	.00	.00	-1,932.40	.00	.00	.00	.00
				274,573.34		-2,460.38			.00	10,796.18
10/30/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		-2,460.38			.00	12,229.77
11/06/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		-2,571.85			.00	12,229.77
11/26/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		-2,571.85			.00	13,663.36
12/06/2012	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		-2,683.32			.00	13,663.36



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
12/27/2012	MISC. POSTING	1,433.59	03/2012	.00	.00	.00	.00	.00	.00	1,433.59
				274,573.34		-2,683.32			.00	15,096.95
01/07/2013	FHA MIP PMT	-111.47	03/2012	.00	.00	-111.47	.00	.00	.00	.00
				274,573.34		-2,794.79			.00	15,096.95
01/30/2013	MISC. POSTING	-13,174.70	03/2012	.00	.00	.00	.00	.00	.00	-13,174.70
				274,573.34		-2,794.79			.00	1,922.25
01/30/2013	REGULAR PAYMENT	2,207.60	04/2012	360.82	1,372.87	473.91	.00	.00	.00	.00
				274,212.52		-2,320.88			-86.68	1,922.25
01/30/2013	REGULAR PAYMENT	2,193.42	05/2012	362.63	1,371.06	459.73	.00	.00	.00	.00
				273,849.89		-1,861.15			-173.36	1,922.25
01/30/2013	REGULAR PAYMENT	2,193.42	06/2012	364.44	1,369.25	459.73	.00	.00	.00	.00
				273,485.45		-1,401.42			-260.04	1,922.25
01/30/2013	REGULAR PAYMENT	2,193.42	07/2012	366.26	1,367.43	459.73	.00	.00	.00	.00
				273,119.19		-941.69			-260.04	1,922.25
01/30/2013	REGULAR PAYMENT	2,193.42	08/2012	368.09	1,365.60	459.73	.00	.00	.00	.00
				272,751.10		-481.96			-260.04	1,922.25
01/30/2013	REGULAR PAYMENT	2,193.42	09/2012	369.93	1,363.76	459.73	.00	.00	.00	.00
				272,381.17		-22.23			-260.04	1,922.25
02/01/2013	MISC. POSTING	1,433.59	09/2012	.00	.00	.00	.00	.00	.00	1,433.59
				272,381.17		-22.23			-260.04	3,355.84
02/06/2013	FHA MIP PMT	-111.47	09/2012	.00	.00	-111.47	.00	.00	.00	.00
				272,381.17		-133.70			-260.04	3,355.84
02/08/2013	Waive/Adj LateChg	86.68	09/2012	.00	.00	.00	.00	.00	86.68	.00
				272,381.17		-133.70			-173.36	3,355.84
02/08/2013	Waive/Adj LateChg	86.68	09/2012	.00	.00	.00	.00	.00	86.68	.00
				272,381.17		-133.70			-86.68	3,355.84
02/08/2013	Waive/Adj LateChg	86.68	09/2012	.00	.00	.00	.00	.00	86.68	.00
				272,381.17		-133.70			.00	3,355.84
02/14/2013	MISC. POSTING	-1,433.59	09/2012	.00	.00	.00	.00	.00	.00	-1,433.59
				272,381.17		-133.70			.00	1,922.25
02/14/2013	PAYMENT REVERSAL	-2,193.42	08/2012	369.93	-1,363.76	-459.73	.00	.00	.00	.00
				272,751.10		-593.43			.00	1,922.25
02/14/2013	PAYMENT REVERSAL	-2,193.42	07/2012	368.09	-1,365.60	-459.73	.00	.00	.00	.00
				273,119.19		-1,053.16			.00	1,922.25



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
02/14/2013	PAYMENT REVERSAL	-2,193.42	06/2012	-366.26 273,485.45	-1,367.43	-459.73 -1,512.89	.00	.00	.00	.00
02/14/2013	PAYMENT REVERSAL	-2,193.42	05/2012	-364.44 273,849.89	-1,369.25	-459.73 -1,972.62	.00	.00	.00	.00
02/14/2013	PAYMENT REVERSAL	-2,193.42	04/2012	-362.63 274,212.52	-1,371.06	-459.73 -2,432.35	.00	.00	.00	.00
02/14/2013	PAYMENT REVERSAL	-2,207.60	03/2012	-360.82 274,573.34	-1,372.87	-473.91 -2,906.26	.00	.00	.00	.00
02/14/2013	MISC. POSTING	14,608.29	03/2012	.00 274,573.34	.00	.00 -2,906.26	.00	.00	.00	14,608.29
02/14/2013	MISC. POSTING	79,993.30	03/2012	.00 274,573.34	.00	.00 -2,906.26	.00	.00	.00	79,993.30
02/14/2013	MISC. POSTING	.00	03/2012	.00 274,573.34	5,480.61	.00 -2,906.26	.00	.00	.00	-5,480.61
02/14/2013	MISC. POSTING	.00	03/2012	.00 274,573.34	.00	1,400.02 -1,506.24	.00	.00	.00	-1,400.02
02/14/2013	MISC. POSTING	.00	03/2012	.00 274,573.34	.00	453.08 -1,053.16	.00	.00	.00	-453.08
02/14/2013	MISC. POSTING	.00	03/2012	.00 274,573.34	.00	399.73 -653.43	.00	.00	.00	-399.73
02/14/2013	MISC. POSTING	-79,993.30	03/2012	.00 274,573.34	.00	.00 -653.43	.00	.00	.00	-79,993.30
02/14/2013	MISC. POSTING	79,993.30	03/2012	.00 274,573.34	.00	.00 -653.43	.00	.00	.00	79,993.30
02/15/2013	MISC. POSTING	.00	03/2012	78,734.71 195,838.63	.00	.00 -653.43	.00	.00	.00	-78,734.71
02/15/2013	DUE DATE ADJUST.	.00	07/2012	.00 195,838.63	.00	.00 -653.43	.00	.00	.00	.00
03/01/2013	MISC. POSTING	1,475.74	07/2012	.00 195,838.63	.00	.00 -653.43	.00	.00	.00	1,475.74
03/05/2013	MISC. POSTING	.00	07/2012	1,454.15 194,384.48	.00	.00 -653.43	.00	.00	.00	-1,454.15
03/05/2013	MISC. POSTING	4,595.82	07/2012	.00 194,384.48	.00	.00 -653.43	.00	.00	.00	4,595.82



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
03/05/2013	MISC. POSTING	-1,475.74	07/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>194,384.48</b>		<b>-653.43</b>			.00	<b>13,197.36</b>
03/05/2013	REGULAR PAYMENT	1,475.74	08/2012	263.35	728.94	483.45	.00	.00	.00	.00
				<b>194,121.13</b>		<b>-169.98</b>			.00	<b>13,197.36</b>
03/05/2013	MISC. POSTING	-1,475.74	08/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>194,121.13</b>		<b>-169.98</b>			.00	<b>11,721.62</b>
03/05/2013	REGULAR PAYMENT	1,475.74	09/2012	264.34	727.95	483.45	.00	.00	.00	.00
				<b>193,856.79</b>		<b>313.47</b>			.00	<b>11,721.62</b>
03/05/2013	MISC. POSTING	-1,475.74	09/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>193,856.79</b>		<b>313.47</b>			.00	<b>10,245.88</b>
03/05/2013	REGULAR PAYMENT	1,475.74	10/2012	265.33	726.96	483.45	.00	.00	.00	.00
				<b>193,591.46</b>		<b>796.92</b>			.00	<b>10,245.88</b>
03/05/2013	MISC. POSTING	-1,475.74	10/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>193,591.46</b>		<b>796.92</b>			.00	<b>8,770.14</b>
03/05/2013	REGULAR PAYMENT	1,475.74	11/2012	266.32	725.97	483.45	.00	.00	.00	.00
				<b>193,325.14</b>		<b>1,280.37</b>			.00	<b>8,770.14</b>
03/05/2013	MISC. POSTING	-1,475.74	11/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>193,325.14</b>		<b>1,280.37</b>			.00	<b>7,294.40</b>
03/05/2013	REGULAR PAYMENT	1,475.74	12/2012	267.32	724.97	483.45	.00	.00	.00	.00
				<b>193,057.82</b>		<b>1,763.82</b>			.00	<b>7,294.40</b>
03/05/2013	MISC. POSTING	-1,475.74	12/2012	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>193,057.82</b>		<b>1,763.82</b>			.00	<b>5,818.66</b>
03/05/2013	REGULAR PAYMENT	1,475.74	01/2013	268.32	723.97	483.45	.00	.00	.00	.00
				<b>192,789.50</b>		<b>2,247.27</b>			.00	<b>5,818.66</b>
03/05/2013	MISC. POSTING	-1,475.74	01/2013	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>192,789.50</b>		<b>2,247.27</b>			.00	<b>4,342.92</b>
03/05/2013	REGULAR PAYMENT	1,475.74	02/2013	269.33	722.96	483.45	.00	.00	.00	.00
				<b>192,520.17</b>		<b>2,730.72</b>			.00	<b>4,342.92</b>
03/05/2013	MISC. POSTING	-1,475.74	02/2013	.00	.00	.00	.00	.00	.00	-1,475.74
				<b>192,520.17</b>		<b>2,730.72</b>			.00	<b>2,867.18</b>
03/05/2013	REGULAR PAYMENT	1,475.74	03/2013	132.55	859.74	483.45	.00	.00	.00	.00
				<b>192,387.62</b>		<b>3,214.17</b>			.00	<b>2,867.18</b>
03/05/2013	MISC. POSTING	.00	03/2013	2,867.18	.00	.00	.00	.00	.00	-2,867.18
				<b>189,520.44</b>		<b>3,214.17</b>			.00	<b>.00</b>



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
03/06/2013	FHA MIP PMT	-111.47	03/2013	.00	.00	-111.47	.00	.00	.00	.00
				<b>189,520.44</b>		<b>3,102.70</b>			.00	.00
03/29/2013	REGULAR PAYMENT	1,475.74	04/2013	279.43	712.86	483.45	.00	.00	.00	.00
				<b>189,241.01</b>		<b>3,586.15</b>			.00	.00
04/04/2013	FHA MIP PMT	-111.47	04/2013	.00	.00	-111.47	.00	.00	.00	.00
				<b>189,241.01</b>		<b>3,474.68</b>			.00	.00
04/26/2013	REGULAR PAYMENT	1,475.74	05/2013	282.64	709.65	483.45	.00	.00	.00	.00
				<b>188,958.37</b>		<b>3,958.13</b>			.00	.00
04/29/2013	HAZARD INS PMT	-1,070.00	05/2013	.00	.00	-1,070.00	.00	.00	.00	.00
				<b>188,958.37</b>		<b>2,888.13</b>			.00	.00
05/06/2013	FHA MIP PMT	-111.47	05/2013	.00	.00	-111.47	.00	.00	.00	.00
				<b>188,858.37</b>		<b>2,776.66</b>			.00	.00
05/29/2013	REGULAR PAYMENT	1,475.74	06/2013	283.70	708.59	483.45	.00	.00	.00	.00
				<b>188,674.67</b>		<b>3,260.11</b>			.00	.00
06/06/2013	FHA MIP PMT	-111.47	06/2013	.00	.00	-111.47	.00	.00	.00	.00
				<b>188,674.67</b>		<b>3,148.64</b>			.00	.00
06/26/2013	REGULAR PAYMENT	1,475.74	07/2013	284.76	707.53	483.45	.00	.00	.00	.00
				<b>188,389.91</b>		<b>3,632.09</b>			.00	.00
07/05/2013	FHA MIP PMT	-109.57	07/2013	.00	.00	-109.57	.00	.00	.00	.00
				<b>188,389.91</b>		<b>3,522.52</b>			.00	.00
07/29/2013	REGULAR PAYMENT	1,475.74	08/2013	285.83	706.46	483.45	.00	.00	.00	.00
				<b>188,104.08</b>		<b>4,005.97</b>			.00	.00
08/06/2013	FHA MIP PMT	-109.57	08/2013	.00	.00	-109.57	.00	.00	.00	.00
				<b>188,104.08</b>		<b>3,896.40</b>			.00	.00
08/26/2013	CITY TAX PMT	-1,216.21	08/2013	.00	.00	-1,216.21	.00	.00	.00	.00
				<b>188,104.08</b>		<b>2,680.19</b>			.00	.00
08/30/2013	REGULAR PAYMENT	1,475.74	09/2013	286.90	705.39	483.45	.00	.00	.00	.00
				<b>187,817.18</b>		<b>3,163.64</b>			.00	.00
09/06/2013	FHA MIP PMT	-109.57	09/2013	.00	.00	-109.57	.00	.00	.00	.00
				<b>187,817.18</b>		<b>3,054.07</b>			.00	.00
09/27/2013	REGULAR PAYMENT	1,475.74	10/2013	287.98	704.31	483.45	.00	.00	.00	.00
				<b>187,529.20</b>		<b>3,537.52</b>			.00	.00
10/04/2013	FHA MIP PMT	-109.57	10/2013	.00	.00	-109.57	.00	.00	.00	.00
				<b>187,529.20</b>		<b>3,427.95</b>			.00	.00





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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
10/24/2013	COUNTY TAX PMT	-1,927.60	10/2013	.00	.00	-1,927.60	.00	.00	.00	.00
				187,529.20		1,500.35			.00	.00
10/29/2013	REGULAR PAYMENT	1,475.74	11/2013	289.06	703.23	483.45	.00	.00	.00	.00
				187,240.14		1,983.80			.00	.00
11/06/2013	FHA MIP PMT	-109.57	11/2013	.00	.00	-109.57	.00	.00	.00	.00
				187,240.14		1,874.23			.00	.00
12/04/2013	REGULAR PAYMENT	1,475.74	12/2013	290.14	702.15	483.45	.00	.00	.00	.00
				186,950.00		2,357.68			.00	.00
12/05/2013	FHA MIP PMT	-109.57	12/2013	.00	.00	-109.57	.00	.00	.00	.00
				186,950.00		2,248.11			.00	.00
01/03/2014	REGULAR PAYMENT	1,475.74	01/2014	291.23	701.06	483.45	.00	.00	.00	.00
				186,658.77		2,731.56			.00	.00
01/07/2014	FHA MIP PMT	-109.57	01/2014	.00	.00	-109.57	.00	.00	.00	.00
				186,658.77		2,621.99			.00	.00
02/06/2014	FHA MIP PMT	-109.57	01/2014	.00	.00	-109.57	.00	.00	.00	.00
				186,658.77		2,512.42			.00	.00
02/14/2014	REGULAR PAYMENT	1,475.74	02/2014	292.32	699.97	483.45	.00	.00	.00	.00
				186,366.45		2,995.87			.00	.00
02/18/2014	OVERAGE REFUND	-914.50	02/2014	.00	.00	-914.50	.00	.00	.00	.00
				186,366.45		2,081.37			.00	.00
03/06/2014	FHA MIP PMT	-109.57	02/2014	.00	.00	-109.57	.00	.00	.00	.00
				186,366.45		1,971.80			.00	.00
03/14/2014	REGULAR PAYMENT	1,475.74	03/2014	293.42	698.87	483.45	.00	.00	.00	.00
				186,073.03		2,455.25			.00	.00
04/04/2014	FHA MIP PMT	-109.57	03/2014	.00	.00	-109.57	.00	.00	.00	.00
				186,073.03		2,345.68			.00	.00
04/15/2014	REGULAR PAYMENT	1,453.01	04/2014	294.52	697.77	460.72	.00	.00	.00	.00
				185,778.51		2,806.40			.00	.00
04/26/2014	HAZARD INS PMT	-1,222.00	04/2014	.00	.00	-1,222.00	.00	.00	.00	.00
				185,778.51		1,584.40			.00	.00
05/06/2014	FHA MIP PMT	-109.57	04/2014	.00	.00	-109.57	.00	.00	.00	.00
				185,778.51		1,474.83			.00	.00
05/13/2014	REGULAR PAYMENT	1,453.01	05/2014	295.62	696.67	460.72	.00	.00	.00	.00
				185,482.89		1,935.55			.00	.00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
06/05/2014	FHA MIP PMT	-109.57	05/2014	.00	.00	-109.57	.00	.00	.00	.00
				185,482.89		1,825.98			.00	.00
06/11/2014	REGULAR PAYMENT	1,453.01	06/2014	296.73	695.56	460.72	.00	.00	.00	.00
				185,186.16		2,286.70			.00	.00
07/07/2014	FHA MIP PMT	-107.55	06/2014	.00	.00	-107.55	.00	.00	.00	.00
				185,186.16		2,179.15			.00	.00
07/09/2014	REGULAR PAYMENT	1,453.01	07/2014	297.84	694.45	460.72	.00	.00	.00	.00
				184,888.32		2,639.87			.00	.00
08/06/2014	FHA MIP PMT	-107.55	07/2014	.00	.00	-107.55	.00	.00	.00	.00
				184,888.32		2,532.32			.00	.00
08/15/2014	REGULAR PAYMENT	1,453.01	08/2014	298.96	693.33	460.72	.00	.00	.00	.00
				184,589.36		2,993.04			.00	.00
09/05/2014	FHA MIP PMT	-107.55	08/2014	.00	.00	-107.55	.00	.00	.00	.00
				184,589.36		2,885.49			.00	.00
09/11/2014	CITY TAX PMT	-1,246.43	08/2014	.00	.00	-1,246.43	.00	.00	.00	.00
				184,589.36		1,639.06			.00	.00
09/16/2014	REGULAR PAYMENT	1,453.01	09/2014	300.08	692.21	460.72	.00	.00	.00	.00
				184,289.28		2,099.78			.00	.00
09/30/2014	COUNTY TAX PMT	-1,965.72	09/2014	.00	.00	-1,965.72	.00	.00	.00	.00
				184,289.28		134.06			.00	.00
10/06/2014	FHA MIP PMT	-107.55	09/2014	.00	.00	-107.55	.00	.00	.00	.00
				184,289.28		26.51			.00	.00
10/16/2014	REGULAR PAYMENT	1,453.01	10/2014	301.21	691.08	460.72	.00	.00	.00	.00
				183,988.07		487.23			.00	.00
11/06/2014	FHA MIP PMT	-107.55	10/2014	.00	.00	-107.55	.00	.00	.00	.00
				183,988.07		379.68			.00	.00
11/14/2014	REGULAR PAYMENT	1,453.01	11/2014	302.33	689.96	460.72	.00	.00	.00	.00
				183,685.74		840.40			.00	.00
12/04/2014	FHA MIP PMT	-107.55	11/2014	.00	.00	-107.55	.00	.00	.00	.00
				183,685.74		732.85			.00	.00
12/15/2014	REGULAR PAYMENT	1,453.01	12/2014	303.47	688.82	460.72	.00	.00	.00	.00
				183,382.27		1,193.57			.00	.00
12/15/2014	MISC. POSTING	.10	12/2014	.10	.00	.00	.00	.00	.00	.00
				183,382.17		1,193.57			.00	.00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
01/07/2015	FHA MIP PMT	-107.55	12/2014	.00	.00	-107.55	.00	.00	.00	.00
				183,382.17		1,086.02			.00	.00
01/16/2015	REGULAR PAYMENT	1,453.01	01/2015	304.61	687.68	460.72	.00	.00	.00	.00
				183,077.56		1,546.74			.00	.00
02/05/2015	FHA MIP PMT	-107.55	01/2015	.00	.00	-107.55	.00	.00	.00	.00
				183,077.56		1,439.19			.00	.00
02/17/2015	REGULAR PAYMENT	1,453.01	02/2015	305.75	686.54	460.72	.00	.00	.00	.00
				182,771.81		1,899.91			.00	.00
02/17/2015	MISC. POSTING	.10	02/2015	.10	.00	.00	.00	.00	.00	.00
				182,771.71		1,899.91			.00	.00
03/05/2015	FHA MIP PMT	-107.55	02/2015	.00	.00	-107.55	.00	.00	.00	.00
				182,771.71		1,792.36			.00	.00
03/13/2015	REGULAR PAYMENT	1,453.01	03/2015	306.90	685.39	460.72	.00	.00	.00	.00
				182,464.81		2,253.08			.00	.00
04/06/2015	FHA MIP PMT	-107.55	03/2015	.00	.00	-107.55	.00	.00	.00	.00
				182,464.81		2,145.53			.00	.00
04/15/2015	REGULAR PAYMENT	1,496.90	04/2015	308.05	684.24	504.61	.00	.00	.00	.00
				182,156.76		2,650.14			.00	.00
04/28/2015	HAZARD INS.PMT	-1,279.00	04/2015	.00	.00	-1,279.00	.00	.00	.00	.00
				182,156.76		1,371.14			.00	.00
05/06/2015	FHA MIP PMT	-107.55	04/2015	.00	.00	-107.55	.00	.00	.00	.00
				182,156.76		1,263.59			.00	.00
05/13/2015	REGULAR PAYMENT	1,496.90	05/2015	309.20	683.09	504.61	.00	.00	.00	.00
				181,847.56		1,768.20			.00	.00
06/04/2015	FHA MIP PMT	-107.55	05/2015	.00	.00	-107.55	.00	.00	.00	.00
				181,847.56		1,660.65			.00	.00
06/10/2015	REGULAR PAYMENT	1,496.90	06/2015	310.36	681.93	504.61	.00	.00	.00	.00
				181,537.20		2,155.26			.00	.00
07/06/2015	FHA MIP PMT	-105.40	06/2015	.00	.00	-105.40	.00	.00	.00	.00
				181,537.20		2,059.86			.00	.00
08/06/2015	FHA MIP PMT	-105.40	06/2015	.00	.00	-105.40	.00	.00	.00	.00
				181,537.20		1,954.46			.00	.00
08/13/2015	REGULAR PAYMENT	1,496.90	07/2015	311.53	680.76	504.61	.00	.00	.00	.00
				181,225.67		2,459.07			.00	.00



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
08/13/2015	REGULAR PAYMENT	1,496.90	08/2015	312.69 <del>180,912.98</del>	679.60	504.61 <del>2,963.68</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
09/04/2015	FHA MIP PMT	-105.40	08/2015	.00 <del>180,912.98</del>	.00	-105.40 <del>2,858.28</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
09/15/2015	REGULAR PAYMENT	1,496.90	09/2015	313.87 <del>180,599.11</del>	678.42	504.61 <del>3,362.89</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
10/02/2015	CITY TAX PMT	-1,237.77	09/2015	.00 <del>180,599.11</del>	.00	-1,237.77 <del>2,125.12</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
10/06/2015	FHA MIP PMT	-105.40	09/2015	.00 <del>180,599.11</del>	.00	-105.40 <del>2,019.72</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
10/23/2015	REGULAR PAYMENT	1,496.90	10/2015	315.04 <del>180,284.07</del>	677.25	504.61 <del>2,524.33</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
10/23/2015	COUNTY TAX PMT	-2,189.88	10/2015	.00 <del>180,284.07</del>	.00	-2,189.88 <del>334.45</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
11/05/2015	FHA MIP PMT	-105.40	10/2015	.00 <del>180,284.07</del>	.00	-105.40 <del>229.05</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
11/20/2015	REGULAR PAYMENT	1,496.90	11/2015	316.22 <del>179,967.85</del>	676.07	504.61 <del>733.66</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
12/04/2015	FHA MIP PMT	-105.40	11/2015	.00 <del>179,967.85</del>	.00	-105.40 <del>628.26</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
12/18/2015	REGULAR PAYMENT	1,496.90	12/2015	317.41 <del>179,650.44</del>	674.88	504.61 <del>1,132.87</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
01/07/2016	FHA MIP PMT	-105.40	12/2015	.00 <del>179,650.44</del>	.00	-105.40 <del>1,027.47</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
01/15/2016	REGULAR PAYMENT	1,496.90	01/2016	318.60 <del>179,331.84</del>	673.69	504.61 <del>1,532.08</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
02/04/2016	FHA MIP PMT	-105.40	01/2016	.00 <del>179,331.84</del>	.00	-105.40 <del>1,426.68</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
02/24/2016	REGULAR PAYMENT	1,496.90	02/2016	319.80 <del>179,012.04</del>	672.49	504.61 <del>1,931.29</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
03/04/2016	FHA MIP PMT	-105.40	02/2016	.00 <del>179,012.04</del>	.00	-105.40 <del>1,825.89</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>
04/01/2016	REGULAR PAYMENT	1,496.90	03/2016	320.99 <del>178,691.05</del>	671.30	504.61 <del>2,330.50</del>	.00	.00	.00 <del>.00</del>	.00 <del>.00</del>



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
04/06/2016	FHA MIP PMT	-105.40	03/2016	.00	.00	-105.40	.00	.00	.00	.00
				178,691.05		2,225.10			.00	.00
04/26/2016	HAZARD INS PMT	-1,338.00	03/2016	.00	.00	-1,338.00	.00	.00	.00	.00
				178,691.05		887.10			.00	.00
04/29/2016	REGULAR PAYMENT	1,524.24	04/2016	322.20	670.09	531.95	.00	.00	.00	.00
				178,368.85		1,419.05			.00	.00
05/05/2016	FHA MIP PMT	-105.40	04/2016	.00	.00	-105.40	.00	.00	.00	.00
				178,368.85		1,313.65			.00	.00
06/06/2016	FHA MIP PMT	-105.40	04/2016	.00	.00	-105.40	.00	.00	.00	.00
				178,368.85		1,208.25			.00	.00
06/24/2016	REGULAR PAYMENT	1,524.24	05/2016	323.41	668.88	531.95	.00	.00	.00	.00
				178,045.44		1,740.20			.00	.00
07/07/2016	FHA MIP PMT	-103.12	05/2016	.00	.00	-103.12	.00	.00	.00	.00
				178,045.44		1,637.08			.00	.00
08/04/2016	FHA MIP PMT	-103.12	05/2016	.00	.00	-103.12	.00	.00	.00	.00
				178,045.44		1,533.96			.00	.00
08/29/2016	MISC. POSTING	381.06	05/2016	.00	.00	.00	.00	.00	.00	381.06
				178,045.44		1,533.96			.00	381.06
09/07/2016	FHA MIP PMT	-103.12	05/2016	.00	.00	-103.12	.00	.00	.00	.00
				178,045.44		1,430.84			.00	381.06
09/28/2016	MISC. POSTING	381.06	05/2016	.00	.00	.00	.00	.00	.00	381.06
				178,045.44		1,430.84			.00	762.12
10/06/2016	FHA MIP PMT	-103.12	05/2016	.00	.00	-103.12	.00	.00	.00	.00
				178,045.44		1,327.72			.00	762.12
10/28/2016	MISC. POSTING	381.06	05/2016	.00	.00	.00	.00	.00	.00	381.06
				178,045.44		1,327.72			.00	1,143.18
11/04/2016	FHA MIP PMT	-206.24	05/2016	.00	.00	-206.24	.00	.00	.00	.00
				178,045.44		1,121.48			.00	1,143.18
11/09/2016	CITY TAX PMT	-1,406.93	05/2016	.00	.00	-1,406.93	.00	.00	.00	.00
				178,045.44		285.45			.00	1,143.18
11/09/2016	COUNTY TAX PMT	-2,185.46	05/2016	.00	.00	-2,185.46	.00	.00	.00	.00
				178,045.44		2,470.91			.00	1,143.18
12/02/2016	MISC. POSTING	381.06	05/2016	.00	.00	.00	.00	.00	.00	381.06
				178,045.44		2,470.91			.00	1,524.24



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
12/05/2016	MISC. POSTING	-1,524.24	05/2016	.00	.00	.00	.00	.00	.00	-1,524.24
				178,045.44		-2,470.91			.00	.00
12/05/2016	REGULAR PAYMENT	1,524.24	06/2016	324.62	667.67	531.95	.00	.00	.00	.00
				177,720.82		-1,938.96			.00	.00
12/30/2016	MISC. POSTING	381.06	06/2016	.00	.00	.00	.00	.00	.00	381.06
				177,720.82		-1,938.96			.00	381.06
01/06/2017	FHA MIP PMT	-103.12	06/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,720.82		-2,042.08			.00	381.06
01/31/2017	MISC. POSTING	381.06	06/2016	.00	.00	.00	.00	.00	.00	381.06
				177,720.82		-2,042.08			.00	762.12
02/06/2017	FHA MIP PMT	-103.12	06/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,720.82		-2,145.20			.00	762.12
03/02/2017	MISC. POSTING	381.06	06/2016	.00	.00	.00	.00	.00	.00	381.06
				177,720.82		-2,145.20			.00	1,143.18
03/06/2017	FHA MIP PMT	-103.12	06/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,720.82		-2,248.32			.00	1,143.18
03/31/2017	MISC. POSTING	381.06	06/2016	.00	.00	.00	.00	.00	.00	381.06
				177,720.82		-2,248.32			.00	1,524.24
04/03/2017	MISC. POSTING	-1,524.24	06/2016	.00	.00	.00	.00	.00	.00	-1,524.24
				177,720.82		-2,248.32			.00	.00
04/03/2017	REGULAR PAYMENT	1,524.24	07/2016	325.84	666.45	531.95	.00	.00	.00	.00
				177,394.98		-1,716.37			.00	.00
04/06/2017	FHA MIP PMT	-103.12	07/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,394.98		-1,819.49			.00	.00
04/25/2017	HAZARD INS PMT	-1,570.00	07/2016	.00	.00	-1,570.00	.00	.00	.00	.00
				177,394.98		-3,389.49			.00	.00
04/28/2017	MISC. POSTING	381.06	07/2016	.00	.00	.00	.00	.00	.00	381.06
				177,394.98		-3,389.49			.00	381.06
05/04/2017	FHA MIP PMT	-103.12	07/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,394.98		-3,492.61			.00	381.06
05/25/2017	MISC. POSTING	381.06	07/2016	.00	.00	.00	.00	.00	.00	381.06
				177,394.98		-3,492.61			.00	762.12
06/06/2017	FHA MIP PMT	-103.12	07/2016	.00	.00	-103.12	.00	.00	.00	.00
				177,394.98		-3,595.73			.00	762.12



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Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
06/29/2017	MISC. POSTING	381.06	07/2016	.00	.00	.00	.00	.00	.00	381.06
				177,394.98		-3,595.73			.00	1,143.18

Fee Transaction Activity (06/2008 - 06/2017)

Transaction Date	Fee Description	Charges	Payments
06/22/2010	Clear Partial Funds	.00	998.86
07/14/2010	Clear Partial Funds	.00	950.00
07/21/2010	Clear Partial Funds	.00	1,023.86
08/09/2010	Clear Partial Funds - Reversal	.00	-998.86
08/09/2010	Clear Partial Funds - Reversal	.00	-950.00
08/09/2010	Clear Partial Funds - Reversal	.00	-1,023.86
10/14/2011	Mortgage Pay Fee-Phone	15.00	.00
10/14/2011	Mortgage Pay Fee-Phone	.00	15.00
11/14/2011	Mortgage Pay Fee-Phone	15.00	.00
11/14/2011	Mortgage Pay Fee-Phone	.00	15.00
04/13/2012	Mortgage Pay Fee-Phone	20.00	.00
04/13/2012	Mortgage Pay Fee-Phone	.00	20.00
04/26/2013	Mortgage Pay Fee-Phone	15.00	.00
04/26/2013	Mortgage Pay Fee-Phone	.00	15.00
08/30/2013	Mortgage Pay Fee-Phone	15.00	.00
08/30/2013	Mortgage Pay Fee-Phone	.00	15.00
09/27/2013	Mortgage Pay Fee-Phone	15.00	.00
09/27/2013	Mortgage Pay Fee-Phone	.00	15.00
01/03/2014	Mortgage Pay Fee-Phone	15.00	.00





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Transaction Date	Fee Description	Charges	Payments
01/03/2014	Mortgage Pay Fee-Phone	.00	15.00
08/15/2014	Mortgage Pay Fee-Phone	15.00	.00
08/15/2014	Mortgage Pay Fee-Phone	.00	15.00
01/16/2015	Mortgage Pay Fee-Phone	15.00	.00
01/16/2015	Mortgage Pay Fee-Phone	.00	15.00
03/13/2015	Mortgage Pay Fee-Phone	15.00	.00
03/13/2015	Mortgage Pay Fee-Phone	.00	15.00
08/13/2015	Mortgage Pay Fee-Phone	15.00	.00
08/13/2015	Mortgage Pay Fee-Phone	.00	15.00
10/23/2015	Mortgage Pay Fee-Phone	15.00	.00
10/23/2015	Mortgage Pay Fee-Phone	.00	15.00
11/20/2015	Mortgage Pay Fee-Phone	15.00	.00
11/20/2015	Mortgage Pay Fee-Phone	.00	15.00
12/18/2015	Mortgage Pay Fee-Phone	15.00	.00
12/18/2015	Mortgage Pay Fee-Phone	.00	15.00
01/15/2016	Mortgage Pay Fee-Phone	15.00	.00
01/15/2016	Mortgage Pay Fee-Phone	.00	15.00
04/01/2016	Mortgage Pay Fee-Phone	15.00	.00
04/01/2016	Mortgage Pay Fee-Phone	.00	15.00
04/29/2016	Short Pmt Advance - Interest	27.34	.00
06/24/2016	Mortgage Pay Fee-Phone	15.00	.00
06/24/2016	Mortgage Pay Fee-Phone	.00	15.00

**Mark A. Richards'**  
**Bank of America**  
**Payment History as of:**  
**October 26th, 2019**

**Debtor's EXHIBIT 'F'**

Date:	Amount:
3/15/2011	\$2,177.00
4/8/2011	\$2,167.00
5/2/2011	\$2,166.39
6/10/2011	\$2,166.39
7/11/2011	\$2,166.39
8/9/2011	\$2,166.39
9/12/2011	\$2,207.60
10/14/2011	\$2,207.60
11/14/2011	\$2,207.60
12/14/2011	\$2,207.60
1/12/2012	\$2,207.60
2/14/2012	\$2,207.60
3/16/2012	\$2,207.60
Apr-12	
4/27/2012	\$1,433.59
5/25/2012	\$1,433.59
6/27/2012	\$1,433.59
7/27/2012	\$1,433.59
8/31/2012	\$1,433.59
9/28/2012	\$1,433.59
10/30/2012	\$1,433.59
11/26/2012	\$1,433.59
12/27/2012	\$1,433.59
1/30/2013	
1/30/2013	
1/30/2013	
1/30/2013	
1/30/2013	
1/30/2013	
2/1/2013	
3/5/2013	
3/29/2013	\$1,475.74
4/26/2013	\$1,475.74

5/29/2013	\$1,475.74
6/26/2013	\$1,475.74
7/29/2013	\$1,475.74
8/30/2013	\$1,475.74
9/27/2013	\$1,475.74
10/29/2013	\$1,475.74
12/4/2013	\$1,475.74
1/3/2014	\$1,475.74
2/14/2014	\$1,475.74
3/14/2014	\$1,475.74
4/15/2014	\$1,453.01
5/13/2014	\$1,453.01
6/11/2014	\$1,453.01
7/9/2014	\$1,453.01
8/15/2014	\$1,453.01
9/16/2014	\$1,453.01
10/16/2014	\$1,453.01
11/14/2014	\$1,453.01
12/15/2014	\$1,453.01
1/16/2015	\$1,453.01
2/17/2015	\$1,453.01
3/13/2015	\$1,453.01
4/15/2015	\$1,496.90
5/13/2015	\$1,496.90
6/10/2015	\$1,496.90
8/13/2015	\$1,496.90
8/13/2015	\$1,496.90
9/15/2015	\$1,496.90
10/23/2015	\$1,496.90
11/20/2015	\$1,496.90
12/18/2015	\$1,496.90
1/15/2016	\$1,496.90
2/24/2016	\$1,496.90
4/1/2016	\$1,496.90
4/29/2016	\$1,524.24
6/24/2016	\$1,524.24
12/5/2016	\$1,524.24
4/3/2017	\$1,524.24

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**\$100,569.83**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "H"**

Attached hereto



FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO. 422  
8821

**CARRINGTON**

MORTGAGE SERVICES, LLC

MAIL PERMIT

P.O. Box 5801  
Westfield, IN 46074

0019082 01A30409\*\*AUTO T10927130094-583361 -C01-P191014

MARK A. RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094-5833





P.O. Box 5001  
Westfield, IN 46074

0019082 01 AB 0.40% \*\*AUTO Y1 0 9271 30094-583361 COF-P191011

MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094-5893



Property Address:  
1861 WINDSOR CREEK DR SW  
CONYERS, GA 30094



Loan Number: 4000406704

07/18/2019

Dear Mortgagor(s):

Our records do not show receipt of your 07/01/2019 payment in the amount of \$1,504.35, and as of 07/16/2019, a late charge in the amount of \$60.17 has been assessed. Your total payment amount due is \$1,564.52.

As required by law, we may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please let us help you prevent this situation from becoming more serious by calling us, toll-free, at (800) 561-4567 or toll-free TDD number at 1-866-427-8304. You can reach us Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

Overnight Mail

Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglas Road, Suites 110 & 200-A  
Anaheim, CA 92806

Western Union

Quick Collect (any location)  
Code City - CARRINGTONMS  
Code State - CA

MoneyGram

Receive Code - 7998

We want to help you keep your home and avoid foreclosure. Carrington Mortgage offers several foreclosure prevention alternatives that may be available to you in order to avoid foreclosure. If you are interested in being evaluated for any of the foreclosure prevention alternatives, you must contact us and submit a complete application package which consists of a Request for Mortgage Assistance (RMA) form (including all necessary certifications), an IRS Form 4506T-EZ and documentary evidence of all income (see attached list of required documents). You may obtain the RMA form and the IRS Form 4506T-EZ by visiting our website at <https://carringtonms.com>. However, you must take the first step by contacting Carrington Mortgage, toll free, at (800) 561-4567, Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time. You may also contact us by one of the following means, but be sure to include the information listed above:

- Carrington Mortgage Services, LLC  
P.O. Box 3010, Anaheim, CA 92803
- Website: <https://carringtonms.com>
- Fax: 1-877-CMS-1331 1-877-267-1331



Housing counseling services are available free of charge through the U.S. Department of Housing and Urban Development (HUD) Housing Counseling Program. If you would like to contact a HUD-approved housing counseling agency to find out other options you may have to avoid foreclosure, please call HUD's toll-free number at 1-800-569-4287 or toll-free TDD number at 1-800-877-8339. You can also visit HUD's website at <http://www.hud.gov/foreclosure/index.cfm>

Sincerely,

Carrington Mortgage Services, LLC



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "I"**

Attached hereto

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
P.O. Box 5001  
Westfield, IN 46074



9214 8901 3536 2827 0510 51

0001988 01 AR-D-409 MAIL TO 12.03241 38094-583361 -05-0019894

MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094-5833



FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO. 422  
West

EXHIBIT  
111

CERTIFIED MAIL



P.O. Box 5001  
Westfield, IN 46074



9214 8901 3536 2827 0510 51

0001988 01A8 0.406 \*\*AUTO T2D 9341 30094-583361 -C064P01989-1

MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094-5833



Property Address:  
1861 WINDSOR CREEK DR SW  
CONYERS, GA 30094



Loan Number: 4000406704

10/08/2019

# NOTICE OF INTENT TO FORECLOSE

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after 09/01/2019 have not been received. The amount required to cure the delinquency, as of the date of this letter, is \$3,068.87 less \$0.00, monies held in a separate suspense account.

SUBSEQUENT PAYMENTS (INCLUDING PRINCIPAL AND INTEREST, AND, IF APPLICABLE, TAXES, INSURANCE AND OTHER ESCROW ITEMS), AS WELL AS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.

Please remit the total amount due in CERTIFIED FUNDS, utilizing one of the following payment resources:

## Overnight Mail

Carrington Mortgage Services, LLC  
Cashiering Dept. 2-270  
1600 South Douglass Road, Suites 110 & 200-A  
Anaheim, CA 92806

## Western Union<sup>1</sup>

Quick Collect (any location)  
Code City - CARRINGTONMS  
Code State - CA

## MoneyGram<sup>1</sup>

Receive Code - 7998

<sup>1</sup> You will pay a fee using this method of payment.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, LLC TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT (800) 561-4367 OR BY MAIL AT 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806. YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEIR WEBSITE AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.

Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage, and sale of property.

You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

NO565

4000406704

Page 1 of 4

9341-06-00-0001988-0001-0004947



Should you have any questions, please contact our office at (800) 561-4567 Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Loan Servicing Department  
Carrington Mortgage Services

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "J"**

Attached hereto



**CARRINGTON**  
MORTGAGE SERVICES, LLC

P.O. Box 5001  
Westfield, IN 46091

To: MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS

55332 I 444344



P.O. Box 3489, Anaheim, CA 92803  
(800) 881-4867

PO331

**PAYOFF STATEMENT**

10/03/19

To: MARK A RICHARDS  
1861 WINDSOR CREEK DR SW  
CONYERS GA 30094

Loan Number: 4000406704  
FHA Case Number: FR1053768325703  
Re: Mortgagor: MARK A RICHARDS  
Co-Mortgagor:

Property: 1861 WINDSOR CREEK DR SW  
CONYERS GA 30094

The figures in this statement are based on the payoff/closing date 11/01/19 provided to us.  
These figures are good through 11/01/19 subject to the conditions herein.  
This loan is due for the 09/01/19 payment.

The current total unpaid principal balance is:	\$187136.68
Interest at 3.87500:	\$1812.90
Principal & Interest Advance:	\$0.00
Recording Cost:	\$0.00
Other Unpaid Expenses:	\$0.00
Recon/Release Cost:	\$0.00
Deferred Pursuant to Loan Modification:	\$4595.82
Late charges:	\$120.34
PMI/MI Premium Due:	\$286.23
Escrow Impound Shortage:	\$0.00
Escrow Credit:	\$-286.23
Prepayment Penalty:	\$0.00
Suspense Balance:	\$0.00
<b>TOTAL AMOUNT TO PAY LOAN IN FULL</b>	<b>\$193665.74</b>

Funds received after 11/01/19 will require an additional \$604.30 monthly interest.

Here is what you'll need to do before payoff:

PO331

Page 1



# CARRINGTON

MORTGAGE SERVICES, LLC

P.O. Box 3489, Anaheim, CA 92806  
(800) 561-4567

- Continue making your monthly payments until you send us the amount needed to pay off your mortgage.
- If you are enrolled in our automatic payment service, please cancel it via [carringtonhomeloans.com](http://carringtonhomeloans.com) or call us at 800-561-4567.
- If you've been paying through another bill payment service, you'll need to cancel your payments after your mortgage has been paid off. Work with your provider in advance so the payment won't be automatically sent after your loan is paid off.

Send your funds to pay off your mortgage using one of these options:

<b>Wire transfer (fastest option)</b> For same day processing, we must receive full payoff amount before 2:00 P.M. EST.	<b>Certified funds (cashier's check or money orders) by overnight or regular mail:</b> Be sure to write your Carrington loan number on the check and include your name and property address.
Include the following information with your wire transfer: JPMorgan Chase Bank, N.A. ABA#021000021 Account# 758673552 Your name Your property address Loan number	Please remit to the address below: <b>ATTENTION: CASHIERING</b> 1600 South Douglass Road Suite 200A Anaheim, CA 92806 Failure to send checks to the above address may result in the accrual of additional interest.

**Note:** If a HUD partial claim was completed on this loan, please contact HUD National Servicing center at (877)622-8525, option 3 to obtain a payoff statement for a partial claim.

Issuance of this statement does not suspend the contract requirement to make the mortgage payments when due. A late charge of \$60.17 will be assessed 15 days after a current payment is due and should be added to the payoff total if received after that time.

Should you have any questions regarding this payoff statement notice, please contact Customer Service at 800-561-4567, Monday thru Friday 8:00 AM to 8:00 PM, Eastern Standard Time.

## Important information about your payoff



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4667

The payoff amount is subject to our final verification once we receive the payoff funds. Regardless of the "good through" date on Page 1, if the loan is in default-related proceedings, including, but not limited to, foreclosure sale, such proceedings will continue, and all fees and costs incurred after this payoff quote is issued will continue to be assessed until the loan is paid in full. If the payoff funds received are insufficient to pay off the account in full for any reason, including, but limited to, error in calculation, NSF, or additional escrow disbursements and/or adjustments, CMS reserves the right to decline to pay the account in full. In addition, any and all accrued interest will be due at the time of payoff.

**Notice to borrowers with adjustable rate mortgages:** The interest rate provided on the payoff statement represents the interest rate in effect on your account at the time the payoff statement was generated. Payoff funds received may not be applied at this interest rate if the interest rate subsequently changed.

#### **FHA-Insured Loan Payoff Procedure Disclosure:**

##### **Mortgages Insured on or after August 2, 1985, and Closed Before January 21, 2015:**

You may prepay your mortgage at any time without penalty. However, in order to avoid the accrual of interest on your loan after the date of prepayment, the prepayment must be received on the installment due date (generally the first day of the month). Otherwise, you may be required to pay interest on the amount prepaid through the end of the month.

**NOTE:** Because your loan provides for the collection of interest through the end of the calendar month in which your prepayment is received, it is to your advantage to ensure that the prepayment reaches us as close to the end of the month as possible, but no later than the first work day of the following month.

##### **Mortgages Closed on or After January 21, 2015**

You may prepay your mortgage at any time without penalty. You will only be required to pay interest through the date the prepayment is made.

#### **Short Payoff**

If the payoff funds are insufficient to pay the total amount owed to pay off this loan, funds in the escrow balance may be used to cover the short payoff. Written authorization from you is required to apply positive escrow balance to the payoff amount. If the escrow balance is insufficient to pay off the total owed, we will return the payoff funds and you will need to order a new quote. For accounts secured by property in the state of West Virginia: If the negotiable instrument is for an amount less than what is required to pay the account in full, the issuer will be contacted prior to the application of the instrument to the account.

**FHA Homeowners Fact Sheet**



P.O. Box 3489, Anaheim, CA 92803  
(800) 561-4667

#### Who may be eligible for an FHA refund or share?

**Premium Refund:** You may be eligible for a refund of a portion of paid FHA mortgage insurance premium if you:

- acquired your loan after September 1, 1983,
- paid an upfront mortgage insurance premium at closing, and
- did not default on your mortgage payments.

Review your settlement papers or check with your mortgage company to determine if you paid an upfront premium.

**Distributive Share:** You may be eligible for a share of any excess earnings from the Mutual Mortgage Insurance Fund if you:

- originated your loan before September 1, 1983,
- paid on your loan for more than seven years, and
- had your FHA insurance terminated before November 5, 1990.

#### Exceptions:

- **Assumptions:** When an FHA-insured loan is assumed, the insurance remains in force (the seller receives no refund). The owner(s) of the property at the time the insurance is terminated is entitled to any refund.
- **FHA to FHA Refinances:** When an FHA loan is refinanced, the refund from the old premium may be applied toward the up-front premium required for the new loan.
- **Claim:** When a mortgage company submits a claim to HUD for insurance benefits, no refund is due the homeowner.
- **Statute of Limitations:** HUD is not liable for a distributive share that remains unclaimed 6 years from the date notification was first sent to the last known address of the mortgagor.

**IMPORTANT:** The rules governing eligibility for premium refunds and distributive share payments are based on the financial status of the FHA insurance fund and are subject to change.

#### How are refunds determined?

For any FHA-insured loans with a closing date prior to January 1, 2001, and endorsed before December 8, 2004, no refund is due the homeowner after the end of the seventh year of insurance. For any FHA-insured loans closed on or after January 1, 2001 and endorsed before December 8, 2004, no refund is due the homeowner after the fifth year of insurance. For FHA-insured loans endorsed on or after December 8, 2004, no refund is due the homeowner unless they refinanced to a new FHA-insured loan, and no refund is due these homeowners after the third year of insurance.

#### How are refunds processed?

PO331

Page 4

# CARRINGTON

MORTGAGE SERVICES, LLC

P.O. Box 9488, Anaheim, CA 92803  
(800) 581-4567

- Your mortgage company notifies HUD of the termination of the FHA mortgage insurance for your loan.
- If you are eligible for a refund, HUD will either request that the U.S. Department of the Treasury (Treasury) issue a check directly to you or send you an Application for Premium Refund or Distributive Share Payment (form HUD-27050-B) so that you can provide HUD with additional information about your case.
- If you receive a form HUD-27050-B, please read and complete the application carefully, sign it, have it notarized, and return it to HUD along with proof that you were the owner of the property at the time that the insurance was terminated.
- After HUD receives your completed form HUD-27050-B and the necessary supporting documentation, this information will be carefully reviewed. Upon completion of this review, HUD will either request that Treasury issue a check directly to you or request additional information from you.

#### How to follow up:

If you do not receive a check or an application within 45 days after you have paid off your loan, check with your mortgage company to confirm that they have sent HUD a request to terminate the mortgage insurance on your loan. If they confirm that the correct termination information was sent, contact HUD. If you do not receive a refund or any other documentation from HUD within 120 days after the date you mailed your application, contact HUD immediately.

#### How to contact HUD

- Phone: (800) 697-6967, 9:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday.
- Mail: U.S. Department of Housing and Urban Development, P.O. Box 44372, Washington, DC 20026-4372.

**Note:** All inquiries should include your name, your FHA case number, the date that the mortgage was paid-in-full, the property address, and your daytime phone number.

Si usted habla español y tiene dificultad leyendo o hablando inglés,  
por favor, llame usted a este número telefónico (800) 697-6967

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

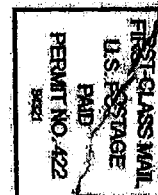
**EXHIBIT "K"**

Attached hereto

**CARRINGTON**  
MORTGAGE SERVICES, LLC  
MCS0286

June 8, 2018

Mark A Richards  
1861 Windsor Creek Dr. SW  
Coryville, GA 30094







P.O. Box 5001, Westfield, IN 46074  
Phone (800) 561-4567 Fax (800) 486-5134

June 8, 2018

Mark A Richards  
1861 Windsor Creek Dr. SW  
Conyers, GA 30094

Loan Number: 4000406704  
Property Address: 1861 Windsor Creek Dr. SW  
Conyers, GA 30094

Dear Mortgagor(s):

This letter is in response to your Written Credit Dispute ("WCD") received in our office on May 10, 2018. Carrington Mortgage Services, LLC ("CMS") is committed to customer satisfaction and we would like to address your recent correspondence in regards to CMS reporting the above account to the 3 credit bureaus TransUnion, Experian and Equifax.

CMS acquired the servicing rights of this account on July 11, 2017 from Bank of America.

Our records indicate this account discharged through a Chapter 7 Bankruptcy on July 19, 2011.

Please know the only way for standard credit reporting to continue once a Chapter 7 Bankruptcy has been filed is for a Reaffirmation Agreement to be completed with the lender, which must be filed with the court prior to the discharge. Since the debt was discharged prior to CMS acquiring the account, CMS will not report this account to the credit bureaus per Credit Reporting guidelines.

We trust that we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact us at (800) 561-4567, Monday through Friday 8:00 AM - 8:00 PM EST. You may also contact us in writing at P.O. Box 5001 Westfield IN 46074 or Fax (800) 486-5134.

Sincerely,

A handwritten signature in black ink that appears to read "Kathy Dell".

Kathy Dell  
Customer Service Research Department  
Carrington Mortgage Services, LLC



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)**

**Debtor's**

**EXHIBIT "L"**

Attached hereto

**MR. MARK A. RICHARDS**  
1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: mcrichards88@gmail.com

**VIA-U.S. CERTIFIED MAIL**

December 2<sup>ND</sup>, 2019

Loan Number: 4000406704

Bank of America, N.A.  
Attn: Loan Servicing Dept.  
P.O. Box 31785  
Tampa, Florida 33631-3785

Reference: In re Richards, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011)

To Whom It May Concern:

**NOTICE TO CEASE & DESIST AND DEMAND FOR RETURN OF FUNDS**

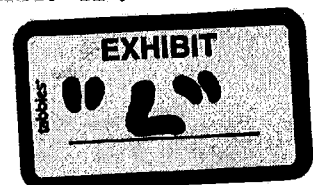
This letter shall serve as notice for you to cease and desist from further collection of my discharged debt in bankruptcy. Your company has been in violation of the bankruptcy Court's discharged injunction for the pass years. I was coerced and force through your company's threats of foreclosure and credit reporting to sign Loan Modification Agreements and a Security Deed that purports to reaffirm the debt in violation of 11 U.S.C. § 524(a)(2). See, Exhibit "A" attached hereto.

**I. FACTUAL BACKGROUND**

On January 24<sup>th</sup>, 2011, I voluntary filed a petition (Chapter 7). I was represented by Ronica R. Scales of Robert J. Semrad & Associates as my attorneys who appeared in Court on my behalf as the Debtor. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011). See also 11 U.S.C. § 524(a)(2).

On March 3<sup>rd</sup>, 2011, the Chapter 7 Trustee in the above-styled case, reported that the Trustee was investigating, the possibility of the recovery of any assets in my case for the benefit of any creditor. No party at interest, in my case filed a request for an order of dismissal pursuant to 11 U.S.C. § 521(i)(2).

On July 19<sup>th</sup>, 2011, the Honorable Wendy L. Hagenau, Bankruptcy's Judge for the United States Bankruptcy's Court for the Northern District of Georgia entered a final order discharge injunction pursuant to 11 U.S.C. § 524. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011). After my bankruptcy in 2011 and while under stress, taking medication and the loss of my family business in addition to the terms of my chapter 7 discharged, I have been force by your company to continued to making mortgage payments to Carrington Mortgage in order to stay in my home even after discharge. See, Exhibit "A".



DECEMBER 2<sup>ND</sup>, 2019

PAGE 2 OF 4

Letter to Bank of America, N.A.

On June 24, 2015, I was told by Bank of America's officers, agents, servants and employees, that I had to repay the discharged debt by completing BOA's application for a loan modification and Security Deed that will reaffirm my prior discharged debt that has been discharged in the U.S. Bankruptcy Court.

On June 24, 2015, Bank of America, N.A. (herein after referred to as "BOA"), did force, trick and mislead me into signing forms and other loan documents reaffirming the debt in clear violation of the Bankruptcy's discharged injunction. They kept threatening me and my family with foreclosure and eviction. They used a Security Deed and Loan Modifications' agreements to place liens on my home concerning the same discharged debt. See, Exhibits "B," "C," & "D" attached.

I received a discharge from the Bankruptcy's Court. BOA and Carrington had no right to force me into signing these agreements. I signed the agreements under duress, while under tremendous stress. I did it under unreasonable terms and conditions by signing the Security Deed and loan modifications agreements.

I was very vulnerable at that time, I only wanted to keep my family safe, with a roof over their heads. Therefore, I was coerced and pressured by Bank of America and Carrington's officers, agents and employees, into signing the Security Deed over to HUD and the loan modification's mortgage documents that reaffirmed the original discharged debt. BOA and Carrington had complete knowledge of my situation and could have offered me a new mortgage loan based upon the home current market value. BOA had the option to simply pursue it's foreclosure remedy, without having me reaffirm the discharged debt in violation of Federal law.

## **II. BOA's TRANSFER SERVICING RIGHTS TO CARRINGTON**

On July 11<sup>th</sup>, 2017, Carrington Mortgage Services, LLC. took over the servicing rights to service my prior mortgage loan, that was clearly discharged in bankruptcy. See, Exhibit "E" attached hereto. That Carrington, either directly or indirectly, ratified the illegal and improper collection actions of BOA, by accepting to service a discharged debt and by pursuing collection practices in clear violation of the Bankruptcy's discharged injunction. See, 11 U.S.C. § 524.

From July 11<sup>th</sup>, 2017 until the date of this letter, Carrington Mortgage Services has been collecting payments from me, concerning my discharged debt in clear violation of the bankruptcy's discharged injunction under 11 U.S.C. § 524. I have been harassed by BOA and I was coerced and forced to pay BOA the discharged debt by signing the loan modification agreements and conveying a Security Deed over to HUD reaffirming the debt all in violation of 11 U.S.C. § 524.

## **III. FRAUD, MISREPRESENTATION AND WILLFUL MISCONDUCT**

I hereby make a claim of fraud, misrepresentation and willful misconduct against Bank of America, N.A. referred to herein as "BOA" and Carrington

DECEMBER 2<sup>ND</sup>, 2019

PAGE 3 OF 4

Letter to Bank of America, N.A.

Mortgage Services, LLC. First, BOA and Carrington both committed fraud against me because they made a representation to me through the officers, agents, servants, employees and attorneys that I had to repay and reaffirm the discharged debt.

Both BOA and Carrington lead me to believe, that the only way I could keep my home, was to pay and reaffirm the debt through a loan modification agreement and to convey a Security Deed over to HUD. This was false, because BOA could have entered into a new loan mortgage with me and or, it could have allowed me to take out a second mortgage to pay off the lien which BOA and Carrington claim to have on the real property. Moreover, BOA and Carrington knew or should have known that it could not enter into a loan modification agreement with me and or for me to convey a Security Deed over to HUD when no consideration was paid in violation of the bankruptcy's discharged injunction. See, 11 U.S.C. § 524(c)(d).

BOA and Carrington both made false representations to me, that I had to reaffirm the discharged debt by entering into: (a) loan modification agreements; (b) I convey a Security Deed over to HUD without consideration based upon the prior discharged debt; and (c) that I am required by such agreements to pay the discharged debt in spite of my bankruptcy's discharged. See, Exhibits "C" & "D".

That at the time BOA and Carrington made the false representations to me, both BOA and Carrington knew and or should have known them to be false. That as a direct and indirect result of BOA and Carrington's false representations to me, I acted upon these false representations by (a) signing loan modification agreements; (b) I convey a Security Deed over to HUD without consideration based upon my prior discharged debt; and (c) I made mortgage payments for years based upon the loan modification agreements concerning the discharged debt in spite of my bankruptcy's discharged. Therefore, as a direct and indirect result of BOA and Carrington's fraud, false representations and willful misconduct, I have been damaged and have sustain losses. See, Exhibits "B," "C," & "D" attached hereto.

The effect of a bankruptcy discharge is specified in 11 U.S.C. § 524. This section, which is designed to protect a debtor only from in personal liability, specifies in relevant part that a discharge "*operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived.*" See, 11 U.S.C. § 524(a)(2).

The debtor, however, may enter into an agreement with a creditor to reaffirm an otherwise dischargeable debt. The agreement becomes binding only if made in compliance with Section 524(c) and (d). See, Republic Bank of California, N.A. v. Getzoff (In re Getzoff), 180 B.R. 572, 574 (9th Cir. BAP 1995); In re Bowling, 116 B.R. 659, 663 (Bankr.S.D.Ind.1990). Section 524(c) and (d) set out five criteria that must be satisfied to reaffirm a previously discharged debt: (1) the agreement must be made before discharge; (2) the agreement must advise the debtor that the reaffirmation may be rescinded either before discharge or within 60 days after the

DECEMBER 2<sup>ND</sup>, 2019

PAGE 4 OF 4

Letter to Bank of America, N.A.

agreement is filed with the court, whichever occurs later; (3) the agreement must be filed with the court; (4) the debtor cannot already have rescinded the agreement within the proper time frame; and (5) the agreement must be in the best interest of the debtor. See, 11 U.S.C. § 524(c) and (d); Getzoff, 180 B.R. at 574.

#### IV. DAMAGES AND LOSSES

As stated herein this letter, I have been damaged by Bank of America, N.A. and Carrington Mortgage Services, LLC. due to their fraud, misrepresentation and willful violation of the Bankruptcy's discharge injunction. My losses are not limited to the following to wit: (1) Loss of money paid directly to BOA and Carrington Mortgage Services; (2) Loss of Equity in home, because payments made cannot be used for discharged bankruptcy's debt; (3) Loss of Credit due to erroneous loan modification agreements and Security Deed to HUD on record with the Clerk of Superior Court; (4) Loss of New Home and (5) Loss of New Business Opportunity.

#### V. DEMAND FOR THE RETURN OF PAYMENTS

In August 2019, I requested payment histories from Bank of America, N.A. and Carrington Mortgage Services, LLC., during and since my bankruptcy's discharged. On August 21<sup>ST</sup>, 2019, I receive a detail accounting as to all payments I made to Bank of America, N.A. See, Exhibit "F" attached hereto.

Based upon Bank of America's own payment history's statement, I made a total of \$100,569.83 in improper mortgage payments to Bank of America, in violation of the bankruptcy's discharged injunction. See, 11 U.S.C. § 524. Since these payments were in violation of the bankruptcy's discharged injunction, I hereby make a demand for a full return of these payments, because the payments was received in direct violation of the bankruptcy's discharged injunction.

Now therefore, within (7) days upon receipt of this letter, I hereby demand that you return all payments, (\$100,569.83) that was paid by me, to your company according to the payment history you sent me on August 21<sup>st</sup>, 2019. See, Exhibit "F" attached hereto. Your failure to comply with my request will result in me filing a motion for contempt of Court concerning the bankruptcy's discharged injunction.

Respectfully yours,



Mark A. Richards, Debtor

Attachments

cc: Johnson, Jones, Watkins & Cooper, P.A.



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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.20
Total Postage and Fees	\$8.50

Sent To **Carrington Mortgage Services,**  
Street and Apt. No. **Attention: Customer Service,**  
**P.O. Box 5001**  
City, State, ZIP+4® **Westfield, Indiana 46074**

PS Form 3800, April 2015 PSN 7530-02-000-9047

0380  
73  
Postmark  
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12/02/2019

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.65
Total Postage and Fees	\$8.95

Sent To **Bank of America, N.A.**  
Street and Apt. No. or **P.O. Box 31785**  
City, State, ZIP+4® **Tampa, Florida 33631**

PS Form 3800, April 2015 PSN 7530-02-000-9047

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re: Richards, Debtor, CIVIL ACTION FILE No. 11-51844-WLH (N.D. Ga. 2017)

**Debtor's**

**EXHIBIT "M"**

Attached hereto



**MR. MARK A. RICHARDS**  
1861 Windsor Creek Drive, S.W.  
Conyers, Georgia 30094  
(770) 688-4247 (Phone)  
Email: [mcrichards88@gmail.com](mailto:mcrichards88@gmail.com)

**VIA-U.S. CERTIFIED MAIL**

December 2<sup>ND</sup>, 2019

Loan Number: 4000406704

Carrington Mortgage Services, LLC.  
Attention: Customer Service  
P.O. Box 5001  
Westfield, Indiana 46074

Reference: In re Richards, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011)

To Whom It May Concern:

**NOTICE TO CEASE & DESIST AND DEMAND FOR RETURN OF FUNDS**

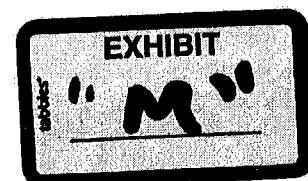
This letter shall serve as notice for you to cease and desist from further collection of my discharged debt in bankruptcy. Your company has been in violation of the bankruptcy Court's discharged injunction for the pass years. I was coerced and force through your company's threats of foreclosure and credit reporting to sign Loan Modification Agreements and a Security Deed that purports to reaffirm the debt in violation of 11 U.S.C. § 524(a)(2). See, Exhibit "A" attached hereto.

**I. FACTUAL BACKGROUND**

On January 24<sup>th</sup>, 2011, I voluntary filed a petition (Chapter 7). I was represented by Ronica R. Scales of Robert J. Semrad & Associates as my attorneys who appeared in Court on my behalf as the Debtor. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011). See, 11 U.S.C. § 524(a)(2).

On March 3<sup>rd</sup>, 2011, the Chapter 7 Trustee in the above-styled case, reported that the Trustee was investigating, the possibility of the recovery of any assets in my case for the benefit of any creditor. No party at interest, in my case filed a request for an order of dismissal pursuant to 11 U.S.C. § 521(i)(2).

On July 19<sup>th</sup>, 2011, the Honorable Wendy L. Hagenau, Bankruptcy's Judge for the United States Bankruptcy's Court for the Northern District of Georgia entered a final order discharge injunction pursuant to 11 U.S.C. § 524. See, In re Richard, Debtor Civil Action No. 11-51844-WLH (N.D. Ga. 2011). After my bankruptcy in 2011 and while under stress, taking medication and the loss of my family business in addition to the terms of my chapter 7 discharged, I have been force by your company to continued to making mortgage payments to Carrington Mortgage in order to stay in my home even after discharge. See, Exhibit "A".



**DECEMBER 2<sup>ND</sup>, 2019**

**PAGE 2 OF 4**

**Letter to Carrington Mortgage Services, LLC.**

On June 24, 2015, I was told by Bank of America's officers, agents, servants and employees, that I had to repay the discharged debt by completing BOA's application for a loan modification and Security Deed that will reaffirm my prior discharged debt that has been discharged in the U.S. Bankruptcy Court.

On June 24, 2015, Bank of America, N.A. (herein after referred to as "BOA"), did force, trick and mislead me into signing forms and other loan documents reaffirming the debt in clear violation of the Bankruptcy's discharged injunction. They kept threatening me and my family with foreclosure and eviction. They used a Security Deed and Loan Modifications' agreements to place liens on my home concerning the same discharged debt. See, Exhibits "B," "C," & "D" attached.

I received a discharge from the Bankruptcy's Court. BOA and Carrington had no right to force me into signing these agreements. I signed the agreements under duress, while under tremendous stress. I did it under unreasonable terms and conditions by signing the Security Deed and loan modifications agreements.

I was very vulnerable at that time, I only wanted to keep my family safe, with a roof over their heads. Therefore, I was coerced and pressured by Bank of America and Carrington's officers, agents and employees, into signing the Security Deed over to HUD and the loan modification's mortgage documents that reaffirmed the original discharged debt. BOA and Carrington had complete knowledge of my situation and could have offered me a new mortgage loan based upon the home current market value. BOA had the option to simply pursue its foreclosure remedy, without having me reaffirm the discharged debt in violation of Federal law.

## **II. BOA's TRANSFER SERVICING RIGHTS TO CARRINGTON**

On July 11<sup>th</sup>, 2017, Carrington Mortgage Services, LLC. took over the servicing rights to service my prior mortgage loan, that was clearly discharged in bankruptcy. See, Exhibit "E" attached hereto. That Carrington, either directly or indirectly, ratified the illegal and improper collection actions of BOA, by accepting to service a discharged debt and by pursuing collection practices in clear violation of the Bankruptcy's discharged injunction. See, 11 U.S.C. § 524.

From July 11<sup>th</sup>, 2017 until the date of this letter, Carrington Mortgage Services has been collecting payments from me, concerning my discharged debt in clear violation of the bankruptcy's discharged injunction under 11 U.S.C. § 524. I have been harassed by Carrington and I was coerced and forced to pay Carrington the discharged debt by signing the loan modification agreements and conveying a Security Deed over to HUD reaffirming the debt all in violation of 11 U.S.C. § 524.

## **III. FRAUD, MISPRESENTATION AND WILLFUL MISCONDUCT**

I hereby make a claim of fraud, misrepresentation and willful misconduct against Bank of America, N.A. referred to herein as "BOA" and Carrington

DECEMBER 2<sup>ND</sup>, 2019  
PAGE 3 OF 4

Letter to Carrington Mortgage Services, LLC.

Mortgage Services, LLC. First, BOA and Carrington both committed fraud against me because they made a representation to me through the officers, agents, servants, employees and attorneys that I had to repay and reaffirm the discharged debt.

Both BOA and Carrington lead me to believe, that the only way I could keep my home, was to pay and reaffirm the debt through a loan modification agreement and to convey a Security Deed over to HUD. This was false, because BOA could have entered into a new loan mortgage with me and or, it could have allowed me to take out a second mortgage to pay off the lien which BOA and Carrington claim to have on the real property. Moreover, BOA and Carrington knew or should have known that it could not enter into a loan modification agreement with me and or for me to convey a Security Deed over to HUD when no consideration was paid in violation of the bankruptcy's discharged injunction. See, 11 U.S.C. § 524(c)(d).

BOA and Carrington both made false representations to me, that I had to reaffirm the discharged debt by entering into: (a) loan modification agreements; (b) I convey a Security Deed over to HUD without consideration based upon the prior discharged debt; and (c) that I am required by such agreements to pay the discharged debt in spite of my bankruptcy's discharged. See, Exhibits "C" & "D".

That at the time BOA and Carrington made the false representations to me, both BOA and Carrington knew and or should have known them to be false. That as a direct and indirect result of BOA and Carrington's false representations to me, I acted upon these false representations by (a) signing loan modification agreements; (b) I convey a Security Deed over to HUD without consideration based upon my prior discharged debt; and (c) I made mortgage payments for years based upon the loan modification agreements concerning the discharged debt in spite of my bankruptcy's discharged. Therefore, as a direct and indirect result of BOA and Carrington's fraud, false representations and willful misconduct, I have been damaged and have sustain losses. See, Exhibits "B," "C," & "D" attached hereto.

The effect of a bankruptcy discharge is specified in 11 U.S.C. § 524. This section, which is designed to protect a debtor only from in personal liability, specifies in relevant part that a discharge "*operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived.*" See, 11 U.S.C. § 524(a)(2).

The debtor, however, may enter into an agreement with a creditor to reaffirm an otherwise dischargeable debt. The agreement becomes binding only if made in compliance with Section 524(c) and (d). See, Republic Bank of California, N.A. v. Getzoff (In re Getzoff), 180 B.R. 572, 574 (9th Cir. BAP 1995); In re Bowling, 116 B.R. 659, 663 (Bankr.S.D.Ind.1990). Section 524(c) and (d) set out five criteria that must be satisfied to reaffirm a previously discharged debt: (1) the agreement must be made before discharge; (2) the agreement must advise the debtor that the reaffirmation may be rescinded either before discharge or within 60 days after the

DECEMBER 2<sup>ND</sup>, 2019  
PAGE 4 OF 4

Letter to Carrington Mortgage Services, LLC.

agreement is filed with the court, whichever occurs later; (3) the agreement must be filed with the court; (4) the debtor cannot already have rescinded the agreement within the proper time frame; and (5) the agreement must be in the best interest of the debtor. See, 11 U.S.C. § 524(c) and (d); Getzoff, 180 B.R. at 574.

#### IV. DAMAGES AND LOSSES

As stated herein this letter, I have been damaged by Bank of America, N.A. and Carrington Mortgage Services, LLC. due to their fraud, misrepresentation and willful violation of the Bankruptcy's discharge injunction. My losses are not limited to the following to wit: (1) Loss of money paid directly to BOA and Carrington Mortgage Services; (2) Loss of Equity in home, because payments made cannot be used for discharged bankruptcy's debt; (3) Loss of Credit due to erroneous loan modification agreements and Security Deed to HUD on record with the Clerk of Superior Court; (4) Loss of New Home and (5) Loss of New Business Opportunity.

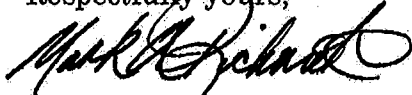
#### V. DEMAND FOR THE RETURN OF PAYMENTS

In August 2019, I requested payment histories from Bank of America, N.A. and Carrington Mortgage Services, LLC., during and since my bankruptcy's discharged. On August 7<sup>th</sup>, 2019, I receive a detail accounting as to all payments I made to Carrington Mortgage Services, LLC. See, Exhibit "F" attached hereto.

Based upon Carrington's own payment history's statement, I made a total of \$21,345.00 in improper mortgage payments to Carrington, in violation of the bankruptcy's discharged injunction. See, 11 U.S.C. § 524. Since these payments were in violation of the bankruptcy's discharged injunction, I hereby make a demand for a full return of these payments, because the payments was received in direct violation of the bankruptcy's discharged injunction.

Now therefore, within (7) days upon receipt of this letter, I hereby demand that you return all payments, (\$21,345.00) that was paid by me, to your company according to the payment history you sent me on August 7<sup>th</sup>, 2019. See, Exhibit "F" attached hereto. Your failure to comply with my request will result in me filing a motion for contempt of Court concerning the bankruptcy's discharged injunction.

Respectfully yours,



Mark A. Richards, Debtor

Attachments

cc: Johnson, Jones, Watkins & Cooper, P.A.



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